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Attorneys for Debtors and
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11 Case No.
	:
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	: 09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:
	:
Debtors.	: (Jointly Administered)
	:
-----X	

**NOTICE OF DEBTORS' OBJECTION TO
PROOF OF CLAIM NO. 28231 FILED BY ISAAC OLIVA**

PLEASE TAKE NOTICE that on March 24, 2011, Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the "**Debtors**"), filed their objection (the "**Objection**") to Proof of Claim No. 28231, filed by Isaac Oliva, and that a hearing to consider the Debtors' Objection will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **April 26, 2011 at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses to the Objection must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a CD-ROM or 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 401 South Old Woodward Avenue, Suite 370, Birmingham, Michigan 48009 (Attn: Thomas Morrow); (iii) General Motors LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Joseph Samarias, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.); (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall

Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq.); (ix) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.); (x) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Avenue, 35th Floor, New York, New York 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.) and One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.); (xi) Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.); and (xii) Girard Gibbs LLP, attorneys for class action plaintiff Jason Anderson and all others similarly situated, 601 California Street, Suite 1400, San Francisco, California 94108 (Attn: Eric H. Gibbs, Esq. and A. J. De Bartolomeo, Esq.), so as to be received no later than **April 19, 2011 at 4:00 p.m. (Eastern Time)** (the "**Response Deadline**").

PLEASE TAKE FURTHER NOTICE that if no response is timely filed and served with respect to the Objection, the Debtors may, on or after the Response Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Objection, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
March 24, 2011

/s/ Joseph H. Smolinsky

Harvey R. Miller

Stephen Karotkin

Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	: Chapter 11 Case No.
	: :
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	: 09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	: :
	: :
Debtors.	: (Jointly Administered)
	: :
-----X	

**DEBTORS' OBJECTION TO
PROOF OF CLAIM NO. 28231 FILED BY ISAAC OLIVA**

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

Motors Liquidation Company (f/k/a General Motors Corporation) ("MLC") and
its affiliated debtors, as debtors in possession (collectively, the "**Debtors**"), respectfully
represent:

Relief Requested

1. The Debtors file this Objection (the "**Objection**") pursuant to section
502(b) of title 11 of the United States Code, Rule 3007(d) of the Federal Rules of Bankruptcy
Procedure, and this Court's order establishing the deadline for filing proofs of claim against

MLC and certain other Debtors and the procedures relating to the filing of proofs of claim (ECF No. 4079), seeking to disallow and expunge Proof of Claim No. 28231 (the “**Oliva Claim**”) filed by Isaac Oliva (“**Oliva**”).

2. The Oliva Claim should be expunged because it is duplicative of Proof of Claim No. 51093 (the “**Anderson Claim**”). The Anderson Claim was filed by Jason Anderson (“**Anderson**”), on behalf of himself and a class of all others similarly situated (the “**Anderson Class**” and, together with Anderson, the “**Anderson Parties**”), against General Motors Corporation (“**GM**”) in the Superior Court of the State of California, County of Los Angeles (the “**California Court**”) (the “**Anderson Class Action**”). In the Anderson Class Action, Anderson alleged, among other things, that GM violated California Unfair Competition Law and the Motor Vehicle Warranty Adjustment Programs statute, Civ. Code § 1795.90 *et. seq.* The Anderson Class Action was settled prior to GM’s bankruptcy filing (the “**Anderson Class Action Settlement**”), but, due to the Debtors’ chapter 11 filings, all of the class consideration could not be provided to the Anderson Class. The Anderson Claim seeks remaining consideration purportedly due to the Anderson Class based on the previously approved settlement of the Anderson Class Action.

3. The Debtors and the Anderson Parties (together, the “**Parties**”) have recently reached an agreement to resolve the Anderson Claim the (“**Agreement**”) and have asked this Court to approve the Agreement such that the previously approved Anderson Class Action Settlement can be implemented, as modified. (*See* Motion for Entry of Order Pursuant to Fed. R. Bankr. P. 9019 and Fed. R. Civ. P. 23 Approving Agreement Resolving Proof of Claim No. 51093 and Implementing Modified Class Settlement (ECF No. 9805) (the “**Anderson Modification Motion**”).) The deadline for any responses or objections to the Anderson

Modification Motion is April 19, 2011 at 4:00 p.m. (Eastern Time). If the Agreement is approved, each eligible member of the Anderson Class will receive a *pro rata* distribution in the form of a general unsecured claim, as further set forth in the Agreement.

4. Oliva is a member of the Anderson Class, and the Oliva Claim filed by Oliva admittedly is based on the Anderson Class Action Settlement. Through the Oliva Claim, Oliva seeks consideration he believes he is entitled to under the terms of the Anderson Class Action Settlement. However, as the Anderson Claim is filed on behalf of all members of the Anderson Class including Oliva, the Oliva Claim is duplicative. Consequently, if Oliva has any right to consideration from the Debtors, it is through the Agreement (if approved).

5. Accordingly, the Debtors respectfully request entry of the Order Granting Debtors' Objection to Proof of Claim No. 28231 Filed by Isaac Oliva (the "**Order**"), a copy of which is attached hereto as **Exhibit "A,"** disallowing and expunging from the Claims Register in its entirety the Oliva Claim as duplicative of the Anderson Claim.

6. This Objection does not affect the Anderson Claim and does not constitute any admission or finding with respect to the Oliva Claim or the Anderson Claim. Further, the Debtors reserve all their rights to object on any basis to the Anderson Claim or on any other basis to the Oliva Claim should the Court not grant the relief requested herein.

Jurisdiction

7. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

Background

8. On May 18, 2004, Anderson filed the Anderson Class Action on behalf of the Anderson Class in the California Court.

9. Following substantial discovery, law and motion practice, and two separate mandatory settlement conferences before a California state judge, GM and the Anderson Parties reached the Anderson Class Action Settlement.

10. On November 18, 2008, the California Court entered the Order Preliminarily Approving Stipulation of Settlement (the “**Preliminary Approval Order**”). In that Preliminary Approval Order, the California Court set a fairness hearing for March 5, 2009 (the “**Fairness Hearing**”); set forth deadlines for objecting to the Anderson Class Action Settlement and appearing at the Fairness Hearing; approved the form of class notice (the “**Notice of Settlement**”); and approved the proposed manner of providing notice, which manner included first-class mailing of the Preliminary Approval Order to the members of the Anderson Class and posting a Spanish-language version of the Notice of Settlement on Class Counsel’s website. In accordance with that Preliminary Approval Order, GM (as class claims administrator) mailed notice of the class action settlement to approximately 240,000 California owners and lessees of model year 1999-2003 Silverado vehicles.

11. On March 5, 2009, the California Court conducted its Fairness Hearing and entered its Final Judgment, in which it finally approved the Anderson Class Action Settlement and finally certified the Anderson Class consisting of: “All California owners and lessees of 1999-2003 model year Chevrolet Silverados equipped with a 4.8 liter (LR4, 5.3 liter (LM7, 6.9 liter (LQ4, L59) or 8.1 liter (118) engines who (1) Have an engine “knock, ping or slap” noise in their vehicles; and (2) Were not given notice of the condition giving rise to or the terms and conditions of GM’s Engine Knock Noise Adjustment Program.” Excluded from the Anderson Class were those California owners and lessees of 1999-2003 model year Chevrolet Silverados who timely requested to be excluded from the class on or before August 15, 2007.

12. Pursuant to the Anderson Class Action Settlement and Final Judgment, members of the Anderson Class were required to submit a settlement benefit claim form (“**Claim Form**”) to obtain the benefits of the settlement. The deadline for class members to submit and postmark valid and timely Claim Forms for settlement benefits (together with any necessary supporting documentation) to GM expired on May 11, 2009.

13. Oliva’s proof of claim indicates that he is the owner of a 2003 Chevrolet Silverado 2500/EX. Oliva is thus a member of the Anderson Class absent him timely filing a notice of opt-out with the California Court. Court records indicate that Oliva did not opt out of the Anderson Class, and, on or about May 7, 2009, he submitted a Claim Form, seeking to obtain benefits from the Anderson Class Action Settlement.

14. On June 1, 2009, before the terms of the Anderson Class Action Settlement could be implemented and before GM performed any actions as class claims administrator, certain of the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), which stayed all proceedings related to the implementation of the Anderson Class Action Settlement.

15. On September 16, 2009, this Court entered the Bar Date Order which, among other things, established November 30, 2009 at 5:00 p.m. (Eastern) as the deadline to file proofs of claim against MLC and certain of the other Debtors based on prepetition claims and set forth procedures for filing proofs of claim in these chapter 11 cases.

16. On November 16, 2009, Oliva filed the Oliva Claim, a copy of which is attached hereto as **Exhibit “B,”** based on the Anderson Class Action Settlement. Through the Oliva Claim, Oliva attaches his Claim Form and cites the “Basis for Claim” as “Warranty

Reimbursement – Engine Noise Litigation,” thereby stating his belief that he is entitled to relief under the Anderson Class Action Settlement.

17. On November 24, 2009, the Parties entered into a stipulation (the “**Stipulation**”) permitting Class Counsel to file, on behalf of all members of the Anderson Class, the Anderson Claim against the Debtors.

18. On November 25, 2009, the Anderson Claim was filed with this Court on behalf of the Anderson Class and assigned claim number 51093. The Anderson Claim, a copy of which is attached hereto as **Exhibit “C,”** asserts a claim in the amount of \$10,000,000.00, for class consideration allegedly due to Anderson Class members pursuant to the Anderson Class Action Settlement.

19. On December 1, 2009, the Court entered the Order Approving the Stipulation (the “**Stipulated Order**”), a copy of which is attached hereto as **Exhibit “D,”** permitting Class Counsel to file the Anderson Claim against the Debtors. The Anderson Claim seeks relief on behalf of all of the Anderson Class members, and, through the Stipulated Order, Class Counsel “consents to” and “is deemed to be the claimant” for purposes of receiving notices and distributions on behalf of the members of the Anderson Class. (*See id.*) Consequently, any individually-filed claims by Anderson Class members, including the Oliva Claim, are duplicative of the Anderson Claim. (*See id.*)

20. On March 14, 2011, the Debtors filed the Anderson Modification Motion (ECF No. 9805), a copy of which is attached hereto without exhibits as **Exhibit “E,”** seeking to implement the Agreement providing for approval of the settlement previously reached in the Anderson Class Action with certain modifications necessary as a result of the Debtors’ chapter

11 cases. A hearing on the Anderson Modification Motion is currently scheduled for April 26, 2011 at 9:45 a.m. (Eastern Time).

21. Accordingly, provided that the Court approves the Agreement, to the extent Oliva is entitled to any relief under the Anderson Class Action, he will obtain a *pro rata* distribution based on the Anderson Claim pursuant to the Agreement.¹

The Relief Requested Should Be Approved by the Court

22. A filed proof of claim is “deemed allowed, unless a party in interest . . . objects.” 11 U.S.C. § 502(a). If an objection refuting at least one of the claim’s essential allegations is asserted, the claimant has the burden to demonstrate the validity of the claim. *See In re Oneida, Ltd.*, 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009), *aff’d*, No. 09 Civ. 2229 (DC), 2010 WL 234827 (S.D.N.Y. Jan. 22, 2010); *In re Adelphia Commc’ns Corp.*, Ch. 11 Case No. 02-41729 (REG), 2007 Bankr. LEXIS 660, at *15 (Bankr. S.D.N.Y. Feb. 20, 2007); *In re Rockefeller Ctr. Props.*, 272 B.R. 524, 539 (Bankr. S.D.N.Y. 2000).

23. Section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law.” 11 U.S.C. § 502(b)(1). The Debtors cannot be required to pay on the same claim more than once. *See, e.g., In re Finley, Kumble, Wagner, Heine, Underberg, Manley, Myerson, & Casey*, 160 B.R. 882, 894 (Bankr. S.D.N.Y. 1993) (“In bankruptcy, multiple recoveries for an identical injury are generally disallowed.”).

¹ The Oliva Claim requests reimbursement for a “Mechanical Breakdown Protection” extended warranty, which does not appear to be a GM product and was purchased from a third party, not GM. Moreover, Oliva does not appear to be eligible for any other consideration under the Anderson settlement based on the Oliva Claim. Thus, the Oliva Claim does not appear to assert a valid claim for reimbursement under the Anderson Class Action Settlement.

24. The Oliva Claim should be expunged because it is duplicative of the Anderson Claim. Oliva is a member of the Anderson Class, and the Oliva Claim seeks amounts purportedly due to Oliva based on the Anderson Class Action Settlement, which has already been resolved by the Debtors with the settlement of the Anderson Claim set forth in the Agreement. Thus, the Oliva Claim seeks consideration for which Oliva may be eligible, if at all, only under the Anderson Class Action Settlement, and Oliva is not entitled to individual relief separate and apart from the Anderson Claim. Accordingly, to the extent Oliva is entitled to any relief under the Anderson Class Action Settlement, his entitlement, if any, is limited to a pro rata distribution based on the Anderson Claim pursuant to the Agreement.

25. Moreover, any individual claims of Oliva related to the Released Claims (as defined in the Anderson Class Action Settlement) necessarily merged into the Final Judgment and dismissal of the California Court. Accordingly, Anderson as the court-appointed class representative—and Class Counsel and not individual members of the Anderson Class—are the proper parties to bring claims for consideration due under the terms of the Anderson Class Action Settlement.

26. To avoid the possibility of multiple recoveries by the same creditor, and because Oliva already agreed to be bound by the Anderson Class Action Settlement as a member of the Anderson Class, the Debtors respectfully request that the Court disallow and expunge the Oliva Claim in its entirety.

Notice

27. Notice of this Objection has been provided to (i) Isaac Oliva, 2219 Cedar Street, Santa Ana, California 92707; (ii) Class Counsel, P.C., attorneys for Anderson and the Anderson Class, Girard Gibbs LLP (Attn.: Eric H. Gibbs, Esq. and A. J. De Bartolomeo, Esq.), 601 California Street, Suite 1400, San Francisco, California 94108; and (iii) parties in interest in

accordance with the Fifth Amended Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case Management Procedures, dated January 3, 2011 (ECF No. 8360). The Debtors submit that such notice is sufficient and no other or further notice need be provided.

28. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as is just.

Dated: New York, New York
March 24, 2011

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
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Attorneys for Debtors
and Debtors in Possession

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

-----X	
	:
In re	:
	:
MOTORS LIQUIDATION COMPANY, <i>et al.</i>,	:
f/k/a General Motors Corp., <i>et al.</i>	:
	:
Debtors.	:
	:
-----X	

Chapter 11 Case No.

09-50026 (REG)

(Jointly Administered)

**ORDER GRANTING DEBTORS' OBJECTION TO
 PROOF OF CLAIM NO. 28231 FILED BY ISAAC OLIVA**

Upon the objection dated March 24, 2011 (the "**Objection**") to Proof of Claim No. 28231 filed by Isaac Oliva (the "**Oliva Claim**"), of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the "**Debtors**"), pursuant to section 502(b) of title 11, United States Code (the "**Bankruptcy Code**"), Rule 3007(d) of the Federal Rules of Bankruptcy Procedure, and this Court's order establishing the deadline for filing proofs of claim of certain Debtors and procedures relating to the filing of proofs of claim (ECF No. 4079), seeking to disallow and expunge the Oliva Claim on the ground that it is duplicative of Proof of Claim No. 51093 (the "**Anderson Claim**"), as more fully described in the Objection; and due and proper notice of the Objection having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Objection is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the relief requested in the Objection is granted to the extent provided herein; and it is further

ORDERED that, pursuant to section 502(b) of the Bankruptcy Code, the Oliva Claim is hereby disallowed and expunged in its entirety; and it is further


ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
_____, 2011

United States Bankruptcy Judge

EXHIBIT B

7013030

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
<p>Name of Debtor (Check Only One)</p> <p><input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation)</p> <p><input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC)</p> <p><input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)</p> <p><input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)</p> <p>Case No</p> <p>09-50026 (REG)</p> <p>09-50027 (REG)</p> <p>09-50028 (REG)</p> <p>09-13558 (REG)</p>		<p>Your Claim is Scheduled As Follows:</p> <div style="text-align: center;">  </div> <p>If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form. EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</p>
<p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of entering a claim under 11 U.S.C. § 503(b)(9) (see item 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</p> <p>Name of Creditor (the person or other entity to whom the debtor owes money or property) ISAAC OLIVA</p> <p>Name and address where notices should be sent</p> <p>ISAAC OLIVA</p> <p>2219 CEDAR ST</p> <p>SANTA ANA CA 92707</p> <p>Telephone number</p> <p>714-751-5430</p> <p>Email Address</p> <p>FILED - 2009</p> <p>MOYORS LIQUIDATION COMPANY</p> <p>F/K/A GENERAL MOTORS CORP</p> <p>SDNY # 09-50026 (REG)</p> <p>Check this box to indicate that this claim amends a previously filed claim</p> <p>Court Claim Number 09-50026 (If known)</p> <p>Filed on MAY-7-2009</p> <p>Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</p> <p>Check this box if you are the debtor or trustee in this case.</p> <p>Name and address where payment should be sent (if different from above)</p> <p>Telephone number 714-751-5430</p>		
<p>1 Amount of Claim as of Date Case Filed, June 1, 2009 \$ 1,035.00</p> <p>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.</p> <p><input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.</p> <p>2 Basis for Claim Warranty Reimbursement - Engine Noise Limitation</p> <p>(See instruction #2 on reverse side)</p> <p>3 Last four digits of any number by which creditor identifies debtor</p> <p>3a. Debtor may have scheduled account as (See instruction #3a on reverse side)</p> <p>4 Secured Claim (See instruction #4 on reverse side)</p> <p>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</p> <p>Nature of property or right of setoff <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other</p> <p>Describe:</p> <p>Value of Property \$ Annual Interest Rate %</p> <p>Amount of prepayment and other charges as of time case filed included in secured claim, if any \$</p> <p>Basis for perfection</p> <p>Amount of Secured Claim \$ Amount Unsecured \$</p> <p>6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim.</p> <p>7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary (See instruction 7 and definition of "redacted" on reverse side).</p> <p>DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING</p> <p>If the documents are not available, please explain in an attachment</p>		<p>5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</p> <p>Specify the priority of the claim</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)</p> <p><input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)</p> <p><input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (507(a)(2))</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()</p> <p>Amount entitled to priority</p> <p>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</p>
<p>Date: 11-10-2009</p> <p>Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p>ISAAC OLIVA</p>		<p>FOR COURT USE ONLY</p>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571
Modified B10 (GCG) (12/03)

4768329806

ENGINE NOISE LITIGATION

SETTLEMENT BENEFIT CLAIM FORM (E-3)

To make a claim, complete and sign this Claim Form and mail it no later than May 11, 2009, along with all required documents to

Engine Noise Litigation-NOG
P.O. Box 33170
Detroit, MI 48232-5170

Isaac Oliva
2219 Cedar St
Santa Ana, CA 92707-3011

☐ Check this box to update your name and/or address and fill in updated information here

Name ISAAC OLIVA
Address 2219 CEDAR ST.
SANTA ANA, CALIF. 92707

Vehicle Identification Number 1GCHK29G73E337832

CHECK **ALL** BOXES THAT APPLY TO YOU AND SIGN AND DATE THIS FORM
YOU **MUST** SUPPLY ANY REQUIRED DOCUMENTATION

You may be entitled to multiple benefits

Turn this form over to check additional boxes and to sign and date the form.

If you paid for "Start Noise" repairs, check here for full reimbursement:

- ☐ I enclose documentation (such as a repair order) showing that, prior to the expiration of my Silverado's original warranty (i.e., within 3 years or 36,000 miles, whichever came first), I paid for engine repair expenses to address a concern about piston or piston pin noise that disappears shortly after engine warm up ("Start Noise"). The repair dates and a description of the repairs are listed below

Repair Date(s)	Vehicle Mileage(s)	Repair Cost(s) Paid by You	Description of Repair

Side 1

If you paid for other engine repairs listed below, check here for reimbursement:

- ☐ Prior to the expiration of my Silverado's original warranty (3 years 36,000 miles after sale or lease, whichever came first), I contacted GM or a GM dealership and inquired or expressed concerns about "Start Noise" in my vehicle ("Start Noise" is piston or piston pin noise at initial start-up that disappears shortly after engine warm up) I enclose documentation (such as a repair order) showing that I paid for repairs to one or more of following engine components within 6 years or 100,000 miles of the initial retail sale or lease of my Silverado, whichever came first cylinder block, heads, crankshaft and bearings, crankshaft seals — front and rear, camshaft and bearings, connecting rods and pistons, valve train (including valve seals, valve covers and internal parts), timing gears, timing chain/belt and cover, oil pump, oil pump housing, oil pan, all engine seals and gaskets, all lubricated internal engine parts, water pump, intake and exhaust manifolds, flywheel, harmonic balancer, and engine mounts. By checking this box, I understand that I am eligible to be reimbursed for 75% of the amount that I paid for the repairs shown in these documents, which are described below

Repair Date(s)	Vehicle Mileage(s)	Repair Cost(s) Paid by You	Description of Repair

For an evaluation and possible repair of Constant Piston or Constant Piston Pin Noise, check here:

- ☐ Prior to the expiration of my Silverado's original warranty (3 years 36,000 miles after sale or lease, whichever came first), I contacted GM or a GM dealership and made inquiry or expressed a concern about a piston or pin noise that was not Start Noise and did not disappear shortly after engine warm up ("Constant Noise"), and I did not receive a repair for this Constant Noise condition. I understand that by checking this box, I will receive instructions on how to obtain a free noise evaluation at an authorized Chevrolet dealership; if the dealer confirms my Silverado has Constant Noise, I will receive an appropriate repair for this condition. Note, Chevrolet dealers will not make repairs for "Start Noise" (piston or piston pin noise that disappears shortly after the engine warms up).

I declare under penalty of perjury under the laws of the State of California that these statements and the documentation submitted is true and correct.

Dated: APR 21, 2009
Date Form Here

ISAAC OLIVERA
Print Your Name Here

Isaac Olivera
Sign Your Name Here

Side 2

07187

CUSTOMER REIMBURSEMENT PROCEDURE

If you have paid to have this condition corrected prior to this notification, you may be eligible to receive reimbursement

If your vehicle had 70,000 miles or less at the time you paid to have this condition corrected, your request for reimbursement may include parts, labor, fees and taxes. If your vehicle had greater than 70,000 miles, but less than 80,000 miles at the time you paid to have this condition corrected, your request for reimbursement may include parts only. If your vehicle had 80,000 miles or more at the time you paid to have this condition corrected, you are not entitled to reimbursement.

Your claim will be acted upon within 60 days of receipt.

If your claim is:

- Approved, you will receive a check,
- Denied, you will receive a letter with the reason(s) for the denial, or
- Incomplete, you will receive a letter identifying the documentation that is needed to complete the claim and offered the opportunity to resubmit the claim when the missing documentation is available.

Please follow the instructions on the Claim Form provided below to file a claim for reimbursement.

CUSTOMER REIMBURSEMENT CLAIM FORM

Please do NOT mail this claim form until the settlement has been approved OR if you have already submitted this form as part of the Special Coverage. To confirm settlement approval, go to www.speedometersettlement.com or call 1-866-614-0405.

This section to be completed by Claimant	
Date Claim Submitted	<u>MAY 7, 2009</u>
17-Digit Vehicle Identification Number (VIN)	<u>1GC HK99G73E337832</u>
Mileage at Time of Repair	<u>Havent Repaired</u> Date of Repair _____
Claimant Name (Please Print)	<u>ISAAC JOSEPH OLIVA</u>
Street Address or PO Box Number	<u>2219 CEDAR, ST.</u>
City	<u>SANTA ANA</u> State <u>Calif.</u> ZIP Code <u>92707</u>
Daytime Telephone Number (Include Area Code)	<u>714-448-7528</u>
Evening Telephone Number (Include Area Code)	<u>" " " "</u>
Amount of Reimbursement Requested \$	<u>FULL AMOUNT I Paid For EXTENDED WARRANTY.</u>
The following documentation must accompany this form: Original or clear copy of all receipts, invoices and/or repair orders that show: <ul style="list-style-type: none">• The name and address of the person who paid for the repair• The Vehicle Identification Number (VIN) of the vehicle that was repaired• What problem occurred, what repair was done, when it was done and who did it• The total cost of the repair expense that is being claimed• Payment for the repair in question and the date of payment (copy of front and back of cancelled check, or copy of credit card receipt)	
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.	
Claimant's Signature	<u>Isaac P. Oliva</u>

Please mail this Claim Form and the required documents to:

Reimbursement Department -- Settlement
P.O. Box 33170
Detroit, MI 48232-5170

Reimbursement questions should be directed to the following number: 1-800-204-0261



Selman Chevrolet Company

1800 East Chapman
ORANGE, CALIFORNIA 92867-7704
Phone (714) 633-3521

B A R. REG NO AA003847 • E P A NO CAD 981572889

CUSTOMER NO 71996	ADVISOR BILL VILLIGAN	1167	TAG NO 107	INVOICE DATE 05/07/09	INVOICE NO CTCS497021
ISAAC OLIVA 2219 CEDAR STREET SANTA ANA, CA 92703	LABOR RATE	LICENSE NO 7F07433	SALEAGE 75,428	ON/OFF ONYX BLACK/	STOCK NO
	VEHICLE MAKE/MODEL 03/CHEVROLET TRUCK/SILVERADO 2500/EX	DELIVERY DATE 07/19/03	DELIVERY MILES 50		
	VEHICLE ID NO 1 G C H K 2 9 G 7 3 E 3 3 7 8 3 2	SELLING DEALER NO SELMAN	PRODUCTION DATE		
	FTE NO	PQ NO	DATE 05/07/09		
RESIDENCE PHONE 714-720-6310	BUSINESS PHONE 562-696-2117	COMMENTS			

LABOR & PARTS
JB 1 41CVZ
HEAVY LINE TRUCK/VAN...
CUSTOMER STATES PISTON NOISE WHEN COLD. CHK AND ADVISE
STARTED IN A H. COLD. LOWER END KNOCK NOTED. APPEARS PISTON
RELATED. SOUND SUBSIDES WITH ENGINE TEMP. NOTHING ABNORMAL
NOTED AT NORMAL OPERATIONAL TEMPS

JOB # 1 TOTAL LABOR & PARTS 0.00

COMMENTS
714 448 7528
GM CUSTOMER ASSISTANCE # 800-222 1020

TOTALS

IF YOU HAVE ANY QUESTIONS OR COMMENTS PLEASE REFER
TO YOUR SERVICE ADVISOR

* INDICATES GM GOODWRENCH LIMITED LIFETIME SERVICE
GUARANTEE APPLIES FOR THE ORIGINAL PURCHASER

TOTAL LABOR ..	0.00
TOTAL PARTS ..	0.00
TOTAL SUBLET ..	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC.	0.00
TOTAL TAX	0.00
TOTAL INVOICE \$	0.00

CUSTOMER SIGNATURE

Isaac Oliva
May 7, 2009

INVOICE PREPARED	CASH <input type="checkbox"/>
BY	AMOUNT RECEIVED
PAYMENT RECEIVED	
BY	CHANGE RETURNED
CREDIT CARD <input type="checkbox"/>	CHECK <input type="checkbox"/>
WARRANTY <input type="checkbox"/>	INTERVAL <input type="checkbox"/>
	OTHER <input type="checkbox"/>

SERVICE DEPARTMENT HOURS
TUESDAY THRU FRIDAY
7 30 AM TO 6 00 PM
MONDAY 7 30 AM TO 8 00 PM
SATURDAY 8 00 AM TO 4 00 PM
NO VEHICLES RELEASED
AFTER SERVICE
DEPARTMENT CLOSES
PARTS DEPARTMENT HOURS
MONDAY THRU FRIDAY
8 00 AM TO 5 30 PM
SATURDAY 8 00 AM TO 4 00 PM
BODY SHOP HOURS
MONDAY THRU FRIDAY
7 30 AM TO 5 30 PM
SATURDAY 8 00 AM TO NOON

NOTICE TO CONSUMER
PLEASE READ IMPORTANT
INFORMATION ON BACK

NOTICE TO CUSTOMER
WE MAKE A SEPARATE CHARGE FOR THE STORAGE AND DISPOSAL OF TOXIC WASTES RATHER THAN RECOVER THESE COSTS INCREASING OUR LABOR RATES FOR ALL OF OUR CUSTOMERS. THIS CHARGE ONLY ON PARTS PARTICULAR REPAIRS OR SERVICES WHICH GENERATE THESE COSTS. THESE ARE UNIFORM CHARGES WHICH ARE CALCULATED ANNUALLY FOR EACH PARTICULAR SERVICE AND ARE AVAILABLE ON REQUEST.

REORDER FROM TRU-FORM CO (800) 501-7070

Building Trades Federal Credit Union

Main Branch
1918 West Chapman Avenue
Orange, CA 92868

Wednesday, July 23, 2003

ISAAC OLIVA
Account #

RE Quote Number 85
2003 Chevrolet Silverado 2500HD
Vehicle Options 4WD
Current Odometer Reading 50
Loan Officer Maria Silva

MECHANICAL BREAKDOWN PROTECTION QUOTATION

Plan Name & Type	Terms of Coverage	Premium	Tax	Total
Solid Gold - Deluxe High Tech (New)	5 yrs, 80k miles	\$800 00	\$0 00	\$800 00
Solid Gold - Deluxe High Tech (New)	5 yrs, 100k miles	\$1,045 00	\$0 00	\$1,045 00
Solid Gold - Deluxe High Tech (New)	6 yrs, 80k miles	\$670 00	\$0 00	\$670 00
X Solid Gold - Deluxe High Tech (New)	6 yrs, 80k miles	\$1,035 00	\$0 00	\$1,035 00
Solid Gold - Deluxe High Tech (New)	6 yrs, 100k miles	\$1,280 00	\$0 00	\$1,280 00
Solid Gold - Deluxe High Tech (New)	7 yrs, 100k miles	\$1,565 00	\$0 00	\$1,565 00

Rates subject to change without notice

Coverage Effective Date Determination

Month = month of application / Day = date of the application / Year = year model of the vehicle*

*If year model of vehicle is newer than the current year, then the coverage effective date is the date of the application

Mileage Determination

The starting mileage of the application will begin at 0 and will expire when the selected mileage is reached on the odometer

The term of coverage continues for the number of years selected from the effective date of coverage or until the number of miles selected appears on the odometer, whichever occurs first

VEHICLE OWNER'S STATEMENT I have received a Sample Certificate. I will read and comply with my obligations including proper MAINTENANCE of my vehicle and my obligations to protect my vehicle from additional damage in the event of a Mechanical Breakdown. I UNDERSTAND THAT THERE IS NOT COVERAGE FOR VEHICLES THAT HAVE EVER BEEN DECLARED A SALVAGE, REBUILT, TOTAL LOSS OR USED FOR COMMERCIAL PURPOSES. Breakdowns and defects occurring prior to the effective date are not covered. I represent that the information provided above is true and correct.

Accept MBP Coverage
(Please circle coverage choice)

Vehicle Owner's Signature Isaac Oliva Date 7-24-03

Current Odometer Reading 300 Vehicle Purchase Date 7-19-03

Vehicle Identification Number 1GCHK24673E337832

Current Mailing Address 2219 CEDAR ST

ORANGE, CA 92668

Decline MBP Coverage

Sign Here _____ Date _____

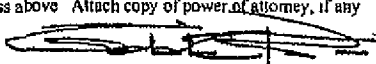
This quotation is based on information you provided on your vehicle as of today. This letter does not guarantee or bind coverage. Rates and eligibility are subject to regulations and conditions filed in your state.

Rates are not valid after 10 days.

Isaac Oliva
May 7, 2009

EXHIBIT C

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor In re: Motors Liquidation Company		Case Number 09-50026
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property) Girard Gibbs LLP (Court-Approved Class Counsel)		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim
Name and address where notices should be sent Attn: A. J. De Bartolomeo, Esq., Girard Gibbs LLP Court-Approved Class Counsel in Jason Anderson v. General Motors Corporation 601 California Street, Suite 1400, San Francisco, CA 94108		Court Claim Number _____ (if known)
Telephone number (415) 981-4800		Filed on _____
Name and address where payment should be sent (if different from above) <div style="text-align: center;">FILED - 51093 MOTORS LIQUIDATION COMPANY P/K/A GENERAL MOTORS CORP SDNY # 09-50026 (REG)</div>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars
Telephone number _____		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case
1. Amount of Claim as of Date Case Filed \$ <u>10,000,000.00</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(): _____ Amount entitled to priority \$ _____
If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		Specify the priority of the claim _____
2. Basis for Claim <u>See Attachment</u> (See instruction #2 on reverse side)		
3. Last four digits of any number by which creditor identifies debtor _____ 3a. Debtor may have scheduled account as _____ (See instruction #3a on reverse side)		
4. Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information: Nature of property or right of setoff <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe _____ Value of Property \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____ Basis for perfection _____ Amount of Secured Claim \$ _____ Amount Unsecured \$ _____		
6. Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim		
7. Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain _____		
Date <u>11/24/09</u>	Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  FOR A.J. DEBARTOLOMEO	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571

B 10 (Official Form 10) (12/08) -- Cont

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1 Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2 Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3 Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4 Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5 Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6 Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7 Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101(10).

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number. All but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.bap.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. §101 et seq.), and any applicable orders of the bankruptcy court.

ANDERSON V. GENERAL MOTORS CORPORATION
CLASS PROOF OF CLAIM¹

In re Motors Liquidation Company – 09-50026 (REG)

Debtor. Motors Liquidation Company (f/k/a General Motors Corporation) ("GM")

Total Amount of Class Claim: \$10,000,000.00

Treatment of Class Claim Pre-petition/Unsecured

Exhibits to Class Claim

1. Settlement Agreement
2. Notice of Settlement Distributed to Class Members
3. Final Judgment Approving Class Action Settlement

Basis for Claim

1 The Anderson Litigation

On May 18, 2004, Class Counsel filed an action on behalf of Plaintiff Jason Anderson and a class of California owners and lessees of model year 1999-2003 Chevrolet Silverado trucks against GM entitled *Anderson v General Motors Corp*, California Judicial Council Coordinated Proceeding Case No JCCP 4396 ("Anderson Litigation"). The action alleged that certain Silverado trucks exhibit an abnormal engine knock or piston noise. The lawsuit further alleged that GM knew about this condition, and that GM had a business policy under which it provided certain benefits, including a 6 year/100,000 General Motors Protection Plan (or "GMPP"), to California owners and lessees of Silverados who complained to GM about the condition. The action asserted that GM's business policy to offer a GMPP or other benefit to some consumers, but not others, who own or lease a Silverado with an abnormal engine knock or piston noise condition is an adjustment program or "secret warranty" that violates California law, including, specifically, the California Motor Vehicle Warranty Adjustment Program Act, because GM did not notify Plaintiff and class members about the adjustment program, nor provide Plaintiff and class members with coverage under the plan.

After substantial discovery and law and motion practice, on November 8, 2006, the Los Angeles County Superior Court entered an order certifying the action as a class action, and directed that notice be mailed to class members. GM contested the class notice order, both in the trial and appellate courts. GM's challenge and appeal were rejected, however. On June 15, 2007, a class action notice was mailed to approximately 240,000 California owners and lessees of model year 1999-2003 Chevrolet Silverado vehicles.

¹ The parties are negotiating a stipulation for filing this class proof of claim. However, the stipulation may not be filed prior to the November 30, 2009 bar date.

The parties continued to vigorously litigate the class action. GM brought a motion for summary judgment, which motion was denied by the Los Angeles County Superior Court on November 15, 2007. GM appealed this denial to the California Court of Appeal. GM's appeal was denied by order of the appellate court on May 15, 2008.

The class action was set for trial to commence on November 18, 2008.

2. Final Judgment of Class Action Settlement in the *Anderson* Litigation

At a mandatory settlement conference conducted by the Honorable Carl J. West of the Los Angeles County Superior Court on September 17, 2008, GM and the class reached a comprehensive claims-made settlement of the action. Under the terms of the settlement, GM agreed to reimburse class members who submit valid, timely claims for (1) monies spent on the purchase of a General Motors Protection Program (or GMPP) that otherwise would have been available to them for free under GM's allegedly unlawful adjustment program; and/or (2) repair costs paid to correct the abnormal engine knock or piston noise or on other, specified engine repairs. GM also agreed that class members with constant engine knock or piston noise concerns may request a free evaluation from a Chevrolet dealer and, if appropriate, obtain free repairs of the condition.

On November 14, 2008, preliminary approval of the class action settlement was granted. GM mailed notice of the class action settlement to approximately 240,000 California owners and lessees of model year 1999-2003 Silverado vehicles. [See Exh. 2.] A Judgment finally approving the class action settlement was entered on March 5, 2009. [See Exh. 3.]

Final Notice of the class action settlement and settlement benefit claim forms were mailed to the approximately 240,000 members of the class on March 26, 2009.

3. Status of Settlement Administration and Outstanding Claims

Under the terms of the settlement, GM agreed to act as claims administrator. The approved deadline for class members to submit and postmark valid and timely claims for settlement benefits (together with any necessary supporting documentation) to GM expired on May 11, 2009.

Due to GM's bankruptcy on June 1, 2009, no class claims have been paid, and the total value of those claims has yet to be reduced to a liquidated value pursuant to the terms of the Settlement Agreement.

4 Calculation of Claim:

In its role as claims administrator under the terms of the class action settlement in the Anderson Litigation, GM has all documentation necessary to calculate the value of this Claim. The total estimated value of the Claim, subject to confirmation from records in GM's possession and control, is as follows:

Total estimated value of settlement \$10,000,000.00

Subtotal \$10,000,000.00

TOTAL	\$10,000,000.00*
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*Claimants reserve the right to amend this claim after the date of filing of this class proof of claim.



EXHIBIT 1

1 ERIC H. GIBBS (S B #178658)
2 ELIZABETH C. PRITZKER (S B #146267)
3 GIRARD GIBBS LLP
4 601 California St., 14th Floor
5 San Francisco, California 94108
6 Tel, (415) 981-4800, Fax: (415) 981-4846

7 Attorneys for Plaintiff
8 Jason Anderson and the Class

9 GREGORY R. OXFORD (S B #62333)
10 ISAACS CLOUSE CROSE & OXFORD LLP
11 21515 Hawthorne Boulevard, Suite 950
12 Torrance, California 90503
13 Tel: (310) 316-1990; Fax: (310) 316-1330

14 Attorneys for Defendant
15 General Motors Corporation

16 Of Counsel
17 L. JOSEPH LINES, III
18 GENERAL MOTORS CORPORATION
19 Mail Code 482-026-601
20 400 Renaissance Center
21 P.O. Box 400
22 Detroit, Michigan 48265-4000
23 Tel (313) 665-7386, Fax (313) 665-7376

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1 This Stipulation of Settlement (the "Agreement") between Plaintiff Jason
2 Anderson and the Class (as defined below) and defendant General Motors Corporation
3 ("GM") is intended to fully, finally and forever resolve, discharge and settle the lawsuit
4 styled *Jason Anderson v General Motors Corporation*, pending in this Court under
5 JCCP 4396 (the "Action") and all matters raised therein, subject to the terms and
6 conditions hereof and approval by the Court.

7 **I. RECITALS.**

8 1.1. Plaintiff Anderson filed this Action individually and on behalf of a
9 proposed Class (further defined below) which includes California owners and lessees of
10 Model Year 1999-2003 Chevrolet Silverados equipped with 4.8 liter (LR4), 5.3 liter
11 (LM7), 6.0 liter (LQ4, LQ9), and 8.1 liter (L18) engines ("Class Vehicles"). Plaintiff
12 contends that GM violated the Unfair Competition Law ("UCL"), by creating an
13 "adjustment program" under the Motor Vehicle Warranty Adjustment Programs statute
14 ("MVWAP"), Civ. Code § 1795.90 *et seq.*, without providing Class Members with
15 notices and/or repair reimbursements under Civ. Code § 1795.92. Specifically, plaintiff
16 contends that GM created an "adjustment program" by offering certain owners and
17 lessees of Class Vehicles General Motors Protection Plans ("GMPPs") or other benefits
18 when they complained that their vehicles have or have had piston or piston pin noise at
19 initial start up that goes away shortly after the engine warms up ("Start Noise"). GM
20 denies that it has created an "adjustment program" under MVWAP, denies that it was
21 required to provide Class Members with notices and/or repair reimbursements and
22 denies that it has violated the UCL.

23 1.2 MVWAP defines the term "adjustment program" as follows:

24 "Adjustment program" means a program or policy that expands or extends the
25 consumer's warranty beyond its stated limit or under which a manufacturer
26 offers to pay for all or any part of the cost of repairing, or to reimburse
27 consumers for all or any part of the cost of repairing, any condition that may
28 substantially affect vehicle durability, reliability, or performance, other than
service provided under a safety or emission-related recall campaign.

1 "Adjustment program" does not include ad hoc adjustments made by a
2 manufacturer on a case-by-case basis. [Civ. Code § 1795 90(d)]

3 1.3. Plaintiff claims that the GMPP offers constituted an "adjustment
4 program" because the GMPPs "extend" or "enlarge" the GM limited new vehicle
5 warranty and, alternatively, because the GMPPs pay or reimburse repair expenses for
6 "any condition that may substantially affect vehicle durability, reliability or
7 performance."

8 1.4 GM denies all allegations of wrongdoing asserted in the Action and denies
9 liability under any cause of action asserted therein. Specifically, GM contends that it
10 offered the GMPPs to a small number of customers on a case-by-case basis for purposes
11 of customer satisfaction, and that it did not create an "adjustment program" because the
12 GMPPs are not warranties, but instead are service contracts that do not extend or
13 enlarge the GM limited new vehicle warranty and do not pay or reimburse repair
14 expenses for the Start Noise which they were intended to address GM further contends
15 that Start Noise has no adverse effect on the durability, reliability or performance of the
16 vehicle engine

17 1.5 The Parties recognize that the outcome of the Action is uncertain, in that
18 the ultimate resolution of this Action would depend upon judicial construction of the
19 reach and applicability of provisions of the MVWAP that have not been interpreted by
20 any state appellate court, and that pursuing the Action to a litigated judgment and a
21 possible appeal under the circumstances would entail substantial cost, risk and delay

22 1.6. Representative Plaintiff and Class Counsel have conducted an
23 investigation and evaluation of the factual and legal issues raised by the claims asserted
24 in the Action and believe that, in light of the cost, risk and delay of continued litigation
25 balanced against the benefits of the settlement set forth in this Agreement, that such
26 settlement is in the best interests of the, and is fair, reasonable and adequate, for the
27 Class as a whole

28

Stipulation of Settlement

1 17 GM expressly denies any wrongdoing and does not admit or concede any
2 actual or potential fault, wrongdoing or liability in connection with any facts or claims
3 that have been or could have been alleged against it in the Action. GM denies that
4 Plaintiff or any Class Members have suffered damage or were harmed by the conduct
5 alleged. GM has concluded, however, that it is desirable to settle the Action upon the
6 terms and conditions set forth herein because it will (i) fully resolve all claims raised in
7 the Action; (ii) avoid the expense, burdens and uncertainties of continued litigation, and
8 (iii) promote customer satisfaction with GM and Chevrolet vehicles.

9 18 Plaintiff and GM therefore stipulate, after good faith, arms-length
10 negotiations in a settlement conference before the Honorable Carl J. West, and subject
11 to the approval of the Court, that the Action shall be compromised, settled, released, and
12 dismissed with prejudice upon and subject to the following terms and conditions:

13 **II. DEFINITIONS.**

14 As used in this Agreement and the exhibits hereto the following terms have the
15 meanings specified below:

16 21 "Action" means the lawsuit styled *Jason Anderson v. General Motors*
17 *Corporation*, pending in this Court under JCCP 4396

18 22. "Applicable Warranty Period" means the Limited New Vehicle Warranty
19 Period (3 years or 36,000 miles, whichever comes first), EXCEPT THAT only for
20 purposes of this Agreement for those Class Members who purchased a General Motors
21 Protection Plan ("GMPP"), the Applicable Warranty Period means the time and mileage
22 limitations in the Class Member's GMPP (for example, 4 years or 50,000 miles,
23 whichever comes first, as specified in the Class Member's GMPP).

24 2.3. "Attorneys' Fees" means the amount awarded by the Court to Class
25 Counsel to compensate them, and any other attorneys for Plaintiff or the Class in the
26 Action, and is inclusive of all attorneys' fees of any kind in connection with the Action
27 GM agrees not to oppose Class Counsel's application for an award of Attorneys' Fees

28

Stipulation of Settlement

1 up to the maximum of \$1,950,000.00 and agrees to pay the sum awarded by the Court
2 as provided in this Agreement as long as it does not exceed that sum.

3 2.4 "Authorized GM Dealer," unless otherwise specified, means any GM
4 dealer in California that is (or at the relevant time was) a signatory to an existing and
5 effective General Motors Corporation Dealer Sales and Service Agreement.

6 2.5. "Claim" means a claim to receive a cash payment or other settlement
7 benefit under paragraphs 3.1 through 3.6 of this Agreement. A Claim consists of a
8 Claim Form signed under penalty of perjury and any documentation required by
9 paragraphs 3.3, 3.4, 3.5 or 3.6 of this Agreement.

10 2.6 "Claim Deadline" means 45 days after the date that the Final Notice and
11 Claim Forms (defined below) are mailed to Class Members.

12 2.7. "Claim Form" means the forms attached hereto as Exhibits E-1, E-2 and
13 E-3, only one of which will be sent to each potential Class Member along with the Final
14 Notice as follows:

15 Exhibit E-1. Class Members who, according to GM or GMAC Insurance
16 records, *purchased* GMPPs within 90 days of retail delivery
17 of their Class Vehicle,

18 Exhibit E-2: Class Members who, according to GM or GMAC Insurance
19 records, *purchased* GMPPs more than 90 days after retail
20 delivery of their Class Vehicle,

21 Exhibit E-3: All other Class Members

22 2.8. "Class" or "Class Members" are as described in the November 8, 2006
23 order certifying this Class Action, as follows "All California owners and lessees of
24 1999 through 2003 model year Chevrolet Silverados equipped with a 4.8 liter (LR4),
25 5.3 liter (LM7), 6.0 liter (LQ4, LQ9), and 8.1 liter (L18) engines who: (1) have an
26 engine "knock, ping or slap noise" in their vehicles; (2) were not given notice of the
27 condition giving rise to or the terms and conditions of GM's Engine Knock Noise
28

1 Adjustment Program " For purposes of this Agreement, "knock, ping or slap noise" has
2 the same meaning as "Start Noise" or "Constant Noise" (defined below) Excluded
3 from the Class are those California owners and lessees of 1999 through 2003 model
4 year Chevrolet Silverados who timely requested to be excluded from the Class on or
5 prior to August 15, 2007 Subrogees, assignees and other third parties are not Class
6 Members, are not eligible to receive any benefits under this Agreement and are not
7 subject to any releases executed by or on behalf of the Representative Plaintiff or Class
8 Members.

9 2.9. "Class Action Settlement Notice" means the notice, substantially in the
10 form attached hereto as Exhibit C, provided to potential Class Members after issuance
11 of the Preliminary Approval Order

12 2.10. "Class Counsel" means Girard Gibbs LLP, 601 California Street, 14th
13 Floor, San Francisco, California 94108

14 2.11 "Class Vehicles" mean 1999 through 2003 model year Chevrolet
15 Silverados equipped with 4.8 liter (LR4), 5.3 liter (LM7), 6.0 liter (LQ4, LQ9) or 8.1
16 liter (L18) engines

17 2.12 "Constant Noise" means piston or piston pin noise that is not "Start
18 Noise" (defined below), for example noise that continues after the engine warms up or
19 that begins after the engine has warmed up

20 2.13 "Court," unless specifically stated otherwise, means the Superior Court of
21 the State of California for the County of Los Angeles

22 2.14. "Defendant's Counsel" means Isaacs Clouse Crose & Oxford LLP, 21515
23 Hawthorne Boulevard, Suite 950, Torrance, California 90503

24 2.15. "Documented Costs and Expenses" means the amount of reasonable and
25 documented out-of-pocket costs and expenses incurred by Plaintiff or Class Counsel,
26 shown by their application for reimbursement filed prior to the Fairness Hearing and
27 awarded by the Court, inclusive of past notice costs due to the Garden City Group of
28

1 approximately \$93,000.00. Documented Costs and Expenses will not exceed the total
2 sum of \$215,000.00 in the aggregate without GM's approval

3 2.16 "Effective Date" means the later of (a) the date upon which the time for
4 seeking appellate review of the Final Judgment (by appeal or otherwise) shall have
5 expired, or (b) the date upon which the time for seeking appellate review of any
6 appellate decision affirming the Final Judgment (by appeal or otherwise) shall have
7 expired and all appellate challenges to the Final Judgment shall have been dismissed
8 with prejudice without any person having any further right to seek appellate review
9 thereof (by appeal or otherwise).

10 2.17. "Fairness Hearing" means the hearing scheduled for a date approximately
11 75 days after the mailing of the Class Action Settlement Notice at which the Court will
12 consider whether to approve the Agreement as fair, reasonable, and adequate; will
13 consider the proposed Incentive Award to the Representative Plaintiff, the proposed
14 award of Attorneys' Fees to Class Counsel, and the proposed reimbursement of any
15 Documented Costs and Expenses to Class Counsel, will consider whether to enter the
16 Final Judgment; and will make such other rulings as are contemplated by this
17 Stipulation

18 2 18 "Final Judgment" means the judgment, substantially in the form attached
19 hereto as Exhibit A, to be entered by the Court in the Action finally approving this
20 Agreement and dismissing the Action with prejudice

21 2.19 "Final Notice" means the notice mailed to Class Members in substantially
22 the form annexed as Exhibit D within twenty-one (21) days of entry of Final Judgment
23 along with appropriate Claim Forms

24 2 20 "GM" means Defendant General Motors Corporation.

25 2 21 "Incentive Award" means such incentive payment to the Representative
26 Plaintiff as may be awarded by the Court upon Class Counsel's request, in an amount
27 not to exceed \$7,500.00.

28

Stipulation of Settlement

1 2.22. "Limited Warranty Period" means the warranty period specified in the
2 Chevrolet New Vehicle Warranty (3 years or 36,000 miles, whichever comes first)

3 2.23 "Parties" or "Party" means the Representative Plaintiff and/or Defendant
4 GM

5 2.24 "Preliminary Approval Order" means the Court's order preliminarily
6 approving the terms of this Agreement as fair, adequate, and reasonable, including the
7 Court's approval of the form and manner of giving notice to potential Class Members,
8 substantially in the form attached hereto as Exhibit B

9 2.25. "Released Claims" means any and all claims, demands, causes of actions
10 or liabilities, including but not limited to those for alleged violations of any state or
11 federal statutes, rules or regulations, and all common law claims, including Unknown
12 Claims as defined herein, based on or related in any way to (a) Start Noise or Constant
13 Noise in Class Vehicles; or (b) the factual allegations and legal claims that were made
14 in the Action, including any claim that any repair arguably covered by a GMPP should
15 have been paid for, reimbursed or provided to Class Members pursuant to MVWAP
16 Released Claims do not include claims for personal injury, or claims based on or related
17 to engine noise conditions in Class Vehicles other than Start Noise or Constant Noise
18 Consistent with the express terms of this Agreement, subrogation claims are not being
19 released as part of this settlement

20 2.26. "Representative Plaintiff" means Jason Anderson, the named plaintiff in
21 the Action.

22 2.27. "Start Noise" means piston or piston pin noise that occurs at initial engine
23 start-up and disappears shortly after the engine warms up

24 2.28. "Unknown Claims" means any Released Claim that Plaintiff or Class
25 Members do not know or suspect to exist at the time of the release provided for herein,
26 including without limitation those that, if known, might have affected the Class
27
28

1 Member's settlement and release pursuant to the terms of this Agreement or the Class

2 Member's decision not to object to the settlement terms memorialized herein.

3 2.29. "Unreimbursed Repair Expenses" means the amount of any repair expense
4 or partial repair expense paid by the Class Member which is not and was not (a) paid for
5 or reimbursed under the terms of the Class Member's extended warranty, service
6 contract or GMPP, (b) payable or reimbursable under the terms thereof, and (c) paid for
7 or reimbursed by GM or any Authorized GM dealer

8 2.30. "Valid Claim" means and refers to a Claim that has been deemed eligible
9 for payment or other relief in accordance with the terms of this Agreement

10 **III. CLASS RELIEF, CLASS NOTICE AND CLAIMS ADMINISTRATION,**
11 **ATTORNEYS' FEES AND COSTS**

12 3.1. The following relief is available to Class Members who submit Valid
13 Claims

14 3.2. Class Members can make Claims for multiple settlement benefits and
15 receive all benefits for which they are eligible, conditioned upon submission of a signed
16 and valid Claim Form and any required documents as further provided below This
17 includes benefits for multiple Unreimbursed Repair Expenses, again conditioned on
18 eligibility and submission of a signed and valid Claim Form and any required
19 documents

20 **3.3 Reimbursement of Purchase Price of GMPPs.**

21 By using available GM or GMAC Insurance records, GM will identify Class
22 Members who purchased General Motors Protection Plans ("GMPPs") for Class
23 Vehicles and determine which of them purchased their GMPPs (a) within 90 days of
24 retail delivery of their Class Vehicle and (b) more than 90 days thereafter. These Class
25 Members will be eligible for reimbursement of the purchase price of their GMPPs
26 subject to the provisions of Paragraphs A or B below if they (1) complete and return a
27 timely and valid Claim Form (in the form of Exhibits E-1 or E-2 hereto), and (2) in the

1 case of Exhibit E-1 Claim Forms only, submit the required documentation described
2 below.

3 **A. GMPP Purchasers Within 90 Days of Retail Delivery.** GM will
4 reimburse each Class Member in this group for the purchase price
5 of the GMPP paid by the Class Member if the Class Member
6 completes, signs under penalty of perjury and returns an Exhibit E-
7 1 Claim Form and supplies appropriate documentation showing
8 that his or her Silverado has or had Start Noise by the Claim
9 Deadline.

10 **B. GMPP Purchasers More Than 90 Days After Retail Delivery**
11 GM will reimburse each Class Member in this group for the
12 purchase price of the GMPP paid for by the Class Member if the
13 Class Member completes, signs under penalty of perjury and
14 returns a signed Exhibit E-2 Claim Form by the Claim Deadline.

15 **3.4. Reimbursement of Customer-Paid Start Noise Repair Expense.** For
16 each Class Member who during the Applicable Warranty Period incurred Unreimbursed
17 Repair Expenses for a repair to address concerns about Start Noise, upon timely receipt
18 of (i) the Class Member's completed, signed and valid Claim Form (E-1, E-2 or E-3)
19 attesting under penalty of perjury that he or she paid for an engine repair to address a
20 concern about Start Noise and (ii) appropriate documentation of the repair and repair
21 expense (such as a dealer or third-party repair order), GM will fully reimburse the Class
22 Member for the repair expense.

23 **3.5. Constant Noise Evaluation and Appropriate Repairs.**

24 (a) For each Class Member who completes, signs and returns a timely and
25 valid Claim Form, attesting under penalty of perjury that prior to the expiration of the
26 Limited Warranty Period the Class Member made inquiry or expressed concerns to an
27 authorized GM dealer or GM about Constant Noise and did not receive a repair, GM
28

1 will, within twenty-one (21) days of the Effective Date mail the Class Member
2 instructions explaining how the Class Member may obtain an engine noise evaluation
3 from any authorized Chevrolet dealer in California. GM will, upon presentation of the
4 Class Vehicle to an authorized Chevrolet dealer, cause the dealer to provide a current
5 noise evaluation of the Class Vehicle at no cost to the Class Member

6 (b) If the current noise evaluation confirms that the Class Vehicle has
7 Constant Noise, GM will offer (at the Class Member's option) repairs to address,
8 remedy or eliminate Constant Noise ("Constant Noise Repairs"), including where
9 needed replacement of appropriate components. Any Constant Noise Repair that is
10 accepted by the Class Member pursuant to this paragraph will be performed at no cost
11 to the Class Member.

12 3.6. Reimbursement for Listed Engine Repairs. For each Class Member
13 who completes, signs and returns a timely and valid Claim Form (E-1, E-2 or E-3)
14 attesting under penalty of perjury that (a) the Class Member made inquiry of or
15 expressed concerns to an authorized GM dealer or GM about Start Noise prior to
16 expiration of the Limited Warranty Period, and (b) the Class Member incurred
17 Unreimbursed Repair Expenses for any of the engine repairs listed below within 6 years
18 or 100,000 miles of retail delivery (whichever came first), GM will reimburse the Class
19 Member for 75 percent (75 %) of the repair expense shown on appropriate written
20 documentation of the repair such as a repair order. The engine repairs eligible for this
21 reimbursement shall include only Unreimbursed Repair Expenses for the following
22 engine components:

- 23 • cylinder block, heads, crankshaft and bearings
- 24 • crankshaft seals – front and rear
- 25 • camshaft and bearings
- 26 • connecting rods and pistons
- 27 • valve train (including valve seals, valve covers and internal parts)

- timing gears
- timing chain/belt and cover
- oil pump, oil pump housing, oil pan
- engine seals and gaskets
- lubricated internal engine parts
- water pump
- intake and exhaust manifolds
- flywheel
- harmonic balancer
- engine mounts

3.7. GM's Right To Offset Prior Payments and Enforce Prior Settlements and Releases. GM shall have the right to reduce any amount to be reimbursed by any amount previously paid by GM or any affiliate of GM for the same expense or that is or was payable or reimbursable under the Class Member's extended warranty, service contract, or GMPP. GM also shall have the right to enforce fully the terms of any release, judgment, arbitration award or other adjudication obtained in connection with any Class Member's prior claim concerning a Class Vehicle

3.8. Mailing of Class Action Settlement Notice. Subject to the terms of the Preliminary Approval Order, GM or its designee shall, within thirty (30) days of entry of the Preliminary Approval Order cause the Class Action Settlement Notice to be sent by first-class mail to all Class Members whose names and mailing addresses appear on the vehicle registration data obtained from The Polk Company on or about May 30, 2007, which data shall be updated prior to mailing using the U.S. Postal Service's NCOA (National Change of Address) database

3.9. Mailing of Final Notice and Claim Forms; Submission of Claims. No later than twenty-one (21) days after entry of Final Judgment, GM shall cause the Final Notice, substantially in the form attached as Exhibit D, and the appropriate Claim

1 Forms (substantially in the forms attached as Exhibits E-1 through E-3) to be sent by
2 first-class mail to all Class Members shown on the Class Action Settlement Notice
3 mailing list compiled for the mailing pursuant to paragraph 3.8 above, which data shall
4 be updated again prior to mailing using the U.S. Postal Service's NCOA (National
5 Change of Address) database. Any Class Member may submit a Claim Form to GM at
6 any time after receiving Final Notice and prior to the Claims Deadline

7 **3.10. Claims Evaluation, Resolution and Payment.** GM agrees to process all
8 Claims submitted pursuant to this Agreement in good faith consistent with the terms of
9 this Agreement, and to disburse settlement payments to Class Members who submit
10 timely Valid Claims. GM will carry out these duties in accordance with the procedures
11 and guidelines set forth below. Consistent with the terms of this Agreement, Class
12 Counsel reserves the right to respond to Class Member inquiries, to use reasonable
13 efforts to resolve disputes, if any, in good faith with GM and, failing consensual
14 resolution, to move the Court for an order compelling compliance with the terms and
15 provisions of this Agreement

16 **3.11. Claims Reporting, Processing and Resolution**

17 (a) Within twenty-one (21) days of the Effective Date, GM shall do each of
18 the following

19 (i) send Class Counsel a list of Valid Claims (i.e., Class Member's
20 name, address and VIN) (the "Valid Claims List") including the value of settlement
21 benefits under paragraphs 3.3 through 3.6 of this Agreement,

22 (ii) send Class Counsel a list of Claims that either have been denied or
23 reduced (pursuant to paragraph 3.7, above, or otherwise), and for each denied or
24 reduced Claim a clear description of the basis for the denial or reduction,

25 (iii) send each Class Member whose Claim has been denied or reduced a
26 written communication explaining the basis for the denial or reduction and informing
27 the Class Member of his/her/its option to challenge the denial or reduction (as set forth
28

below), and furnish a copy of each such written communication and the Class Member's Claim Form to Class Counsel; and

(iv) send all Class Members whose Claims are determined to be deficient in one or more respects (e.g., because the Class Member forgot to sign the Claim Form), a deficiency notice informing the Class Member that he/she/it has 21 days after the receipt of that notice to cure the deficiency. If a Class Member fails to cure the deficiency within 21 days after receipt of the notice to cure, GM may deny the Claim and send the Class Member the written communication described in paragraph (ii) above (with a copy to Class Counsel).

(b) A Class Member may challenge a Claim denial or reduction by notifying GM and Class Counsel, by first-class mail or email, within 21 days after GM has mailed the notification of claim denial or reduction to the Class Member, and providing GM and Class Counsel a statement of the reason(s) the Class Member is disputing the Claim denial or reduction. GM and Class Counsel shall meet and confer in a good faith effort to resolve the Class Member's challenge

(c) If, after good faith attempts at resolution, the Class Member, Class Counsel and GM are not able to agree on a disposition of the Class Member's Claim, the Class Member may instruct Class Counsel to submit the disputed Claim to Judge West, or if Judge West is unavailable, to Judge Lichtman or another judicial officer of the Los Angeles Superior Court to be agreed upon by the parties or assigned by the Court, for final resolution. As a convenience to the Class Member, GM, Class Counsel and the Court, the parties may combine all disputed Claims so they may be adjudicated together in a single proceeding. Subject to the calendar conditions of the Court, GM and Class Counsel agree to use their best efforts to submit any unresolved disputes to the Court within seventy-five (75) days of the Effective Date.

1 **3.12. Payment of Valid Claims.**

2 (a) As soon as reasonably practicable, and in no event later than twenty-one
3 (21) days after the Effective Date, GM shall send, by first-class mail, to each Class
4 Member with a Valid Claim a settlement payment check in the amount of the Class
5 Member's Valid Claim.

6 (b) Class Members eligible for settlement payments who receive a deficiency
7 notice and who timely cure the deficiency will be sent a settlement check within fifteen
8 (15) days after the deficiency has been cured and GM has determined the Claim to be a
9 Valid Claim.

10 (c) Class Members eligible for settlement payments and who receive a notice
11 that their Claim has been reduced will be entitled to receive a settlement check, as
12 follows (1) if the Class Member does not timely challenge the reduction, the Class
13 Member will be sent a settlement check in the amount of the reduced Claim within
14 thirty (30) days of the date the communication specified in paragraph 3.11(a)(ii) was
15 mailed to the Class Member; ALTERNATIVELY, (2) if the Class Member challenges
16 the reduction, the Class Member will be sent a settlement check within fifteen (15) days
17 after the date the Class Member's challenge is finally resolved and the amount of the
18 settlement payment to which the Class Member is entitled is finally determined either
19 through the meet and confer efforts of the Class Member, Class Counsel and GM, or by
20 order of the Court, as specified in paragraph 3.11 above.

21 **3.13. Costs of Class Notice and Claims Administration.** GM stipulates and
22 agrees that it will pay all notice and claims administration costs.

23 **3.14. Notice to Authorized Chevrolet Dealers in California.** GM shall
24 prepare an advisory, which GM will share with Class Counsel, informing authorized
25 Chevrolet dealers in California of the pertinent Settlement terms and procedures GM
26 shall send the advisory to Chevrolet dealers in California within twenty-one (21) days of
27 the Effective Date.

28

Stipulation of Settlement

1 **3.15. Spanish Language Notices.** Class Counsel shall, by no later than the
2 date the Class Action Settlement Notice is mailed to Class Members, post English-
3 language and Spanish-language versions of the Class Action Settlement Notice (which
4 Spanish-language translation shall be paid for by GM as a claims administration
5 expense under paragraph 3.13 above) on Class Counsel's website, at:
6 www.GirardGibbs/SilveradoSettlement.com.

7 **3.16. Attorneys' Fees and Documented Costs and Expenses, and Incentive**
8 **Payment to Representative Plaintiff.** After an agreement was reached as to the
9 principal terms and conditions of this Agreement, and with the assistance of Judge
10 West, the Parties entered into discussions regarding an Incentive Award to the
11 Representative Plaintiff, Attorneys' Fees for Class Counsel, and reimbursement of
12 Class Counsel's Documented Costs and Expenses, as described herein. Pursuant to
13 those discussions, the Parties agree that, prior to the Fairness Hearing and entry of the
14 Final Judgment, Class Counsel may apply to the Court for an Incentive Award to
15 Representative Plaintiff and for an award of Attorneys' Fees. GM agrees not to oppose
16 either application provided that Class Counsel does not request an Incentive Award for
17 Representative Plaintiff in excess of \$7,500.00, and does not request a total and all-
18 inclusive Attorneys' Fees award in excess of \$1,950,000. GM also agrees not to oppose
19 an application for reimbursement of Class Counsel's Documented Costs and Expenses,
20 subject to reasonable documentation being provided to the Court, and provided that said
21 application does not request reimbursement of Document Costs and Expenses in excess
22 of \$215,000.

23 **3.17. GM's Payment Agreement** Subject to the other terms of this
24 Agreement, GM agrees to pay the Incentive Award and the Attorneys' Fees awarded by
25 the Court provided that the Incentive Award does not exceed \$7,500.00, and the
26 Attorneys' Fees award does not exceed \$1,950,000.00. GM also agrees to reimburse
27 Class Counsel's Documented Costs and Expenses in the amount applied for and
28

1 awarded by the Court, subject to the limitations set forth in paragraph 3.16, above.
2 Such payments will not reduce benefits available to Class Members nor will Class
3 Members be required to pay any portion of the Incentive Award, Attorneys' Fees or
4 Documented Costs and Expenses. The Class Notice will advise the Class Members of
5 Class Counsel's intent to seek an award of Attorneys' Fees and an Incentive Award the
6 Representative Plaintiff, including the amounts thereof. The amounts actually awarded
7 by the Court shall not affect the other terms of the settlement which shall remain in full
8 force and effect.

9 **3.18. Deposit of Funds.** Within five (5) business days of the Court granting
10 final approval of the Settlement, GM in full satisfaction of its monetary obligations to
11 Class Counsel will deposit all sums awarded as an Incentive Award for the
12 Representative Plaintiff, all sums awarded as Attorneys' Fees for Class Counsel, and all
13 sums awarded as reimbursement for Class Counsel's Documented Costs and Expenses,
14 into an interest-bearing bank account established at Union Bank of California, 44
15 Montgomery Street, San Francisco, California, or such other bank to be agreed upon by
16 the Parties Within ten (10) days of the Settlement's Effective Date, and absent any
17 appeal by an objector from an order awarding an Incentive Award to the named plaintiff
18 or awarding Attorneys' Fees to Class Counsel, GM will transfer the sums deposited in
19 the Union Bank of California (or other agreed-upon) account, together with any accrued
20 interest, from the Union Bank of California (or other agreed-upon) account to an
21 Attorney-Client Trust Account established by Class Counsel as directed by Class
22 Counsel In the event that the Settlement does not become effective, GM retains all
23 right to the amounts deposited in the Union Bank of California (or other agreed-upon)
24 account and may withdraw and retain the full amounts deposited, including any interest
25 earned Notwithstanding the foregoing, in the event that a trial court ruling or appeal
26 results in the reduction of the Incentive Award, Documented Costs and Expenses or
27 Attorney's Fee Award, then GM on the later of ten days following the Effective Date or
28

1 ten days following the final disposition of any appeal shall transfer the reduced
2 amount(s) awarded to Plaintiff and/or Class Counsel to Class Counsel's trust account,
3 together with a pro rata share of the interest earned, and GM shall receive the remaining
4 balance of the account, including a pro rata share of the interest earned.

5 **3.19. Limitation on GM's Liability.** GM shall have no liability or obligation
6 to pay any fees, expenses, costs or disbursements to, or incur any expense on behalf of,
7 any person, either directly or indirectly, in connection with this Action, the Agreement,
8 or the proposed settlement, other than the amounts expressly provided for in the
9 Agreement

10 **IV. SETTLEMENT APPROVAL, RELEASE AND DEFAULT**

11 **4.1.** Promptly after execution of this Agreement, Plaintiff and GM will apply
12 to the Court for entry of the proposed Preliminary Approval Order, attached hereto as
13 Exhibit B, and setting of a hearing for the Court to consider (a) whether to make final its
14 certification of the Class for purposes of the Settlement but not for trial purposes, (b)
15 whether to grant final approval of the Settlement as fair, reasonable and adequate for the
16 Class as a whole, (c) whether to grant Class Counsel's application for Attorneys' Fees,
17 Documented Costs and Expenses and the Representative Plaintiff's Incentive Award
18 and, if so, in what amounts; and (d) any related matters as appropriate ("Fairness
19 Hearing")

20 **4.2** GM shall cause the Class Action Settlement Notice to be printed and
21 mailed to Class Members in accordance with the terms of the Preliminary Approval
22 Order and paragraph 3.8 of this Agreement. No later than the day the motion for final
23 approval of the Settlement is to be filed under the Preliminary Approval Order, GM or
24 its designee will file an affidavit or declaration attesting it has mailed the Class Action
25 Settlement Notice to Class Members in accordance with the Preliminary Approval
26 Order.

1 4.3. In accordance with the Preliminary Approval Order or such other or
2 further order of the Court, Class Counsel will file a motion for final approval of the
3 Settlement and an application for Attorneys' Fees, Documented Costs and Expenses,
4 and an Incentive Award for the Representative Plaintiff, and the Parties will brief the
5 motion and application. GM may, but is not obligated to, join in the motion for final
6 approval of the Settlement

7 4.4 The Parties will appear at the Fairness Hearing and present their
8 arguments in support of final approval of the Settlement and entry of the proposed Final
9 Judgment, and Class Counsel will present its arguments in support of an award of
10 Attorneys' Fees, Documented Costs and Expenses, and an Incentive Award for the
11 Representative Plaintiff. GM will not object to or oppose an award of Attorneys' Fees,
12 Documented Costs and Expenses and an Incentive Award for the Representative
13 Plaintiff if the amounts sought do not exceed the limits set forth in paragraphs 2.15, 3.16
14 and 3.17

15 4.5 Representative Plaintiff and each Class Member stipulates and agrees that,
16 upon the Effective Date, he, she, or it shall be deemed to have, and for the consideration
17 provided for herein and by operation of the Final Judgment shall have, released, waived
18 and discharged his, her or its Released Claims as defined herein and shall have
19 expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
20 rights, and benefits of section 1542 of the California Civil Code, and of any similar law
21 of any other state, which provides "a general release does not extend to claims which
22 the creditor does not know or suspect to exist in his or her favor at the time of executing
23 the release, which if known by him or her must have materially affected his or her
24 settlement with the debtor." Representative Plaintiff and Class Members may hereafter
25 discover facts in addition to or different from those which he or she now knows or
26 believes to be true with respect to the subject matter of the Released Claims, but
27 Representative Plaintiff and Class Members, upon the Effective Date, shall be deemed
28

1 to have, and by operation of law shall have, fully, finally and forever settled, released
2 and discharged any and all Released Claims, known or unknown, suspected or
3 unsuspected, contingent or non-contingent, whether or not concealed or hidden, that
4 now exist or heretofore may have existed upon any theory of law or equity now existing
5 or coming into existence in the future, including but not limited to, conduct that is
6 negligent, reckless, intentional, with or without malice, or a breach of any duty, law or
7 rule, without regard to the subsequent discovery or existence of such different or
8 additional facts.

9 4.6 GM agrees that, upon the Effective Date, it shall be deemed to have
10 released, waived and discharged any and all claims or causes of action, known or
11 unknown, against Representative Plaintiff Jason Anderson or Class Counsel based on or
12 in any way related to any of the allegations, acts, omissions, transactions, events or
13 other matters alleged, claimed or at issue in the Action, provided that this release shall
14 not extend to any claim for breach of this Agreement or violation of the Final Judgment
15 entered pursuant to the terms hereof

16 **V. PRELIMINARY INJUNCTION PENDING FAIRNESS HEARING.**

17 5.1 Pending Court approval of this Agreement at the Fairness Hearing, all
18 potential Class Members who have not previously excluded themselves from the Class
19 shall be preliminarily enjoined and barred (i) from filing or commencing any lawsuit in
20 any jurisdiction based on or relating to the claims and causes of action, or the facts and
21 circumstances relating thereto, in this Action and/or the Released Claims, and (ii) from
22 filing or commencing any other lawsuit as a class action on behalf of Class Members
23 (including by seeking to amend a pending complaint to include class allegations or
24 seeking class certification in a pending action) based on or relating to the claims and
25 causes of action, or the facts and circumstances relating thereto, in this Action and/or
26 the Released Claims.

27 //

28

VI. OBJECTIONS TO SETTLEMENT

6.1 Any Class Member who wishes to object to the Agreement, the proposed settlement, the Incentive Award or the request for Attorneys' Fees and Expenses, must serve a written objection that must be postmarked no later than forty-five (45) days after the date of mailing of the Class Action Settlement Notice. The written objection must be filed and served as follows

Clerk of the Court	Class Counsel	GM's counsel
Clerk of the Court Superior Court of the State of California County of Los Angeles Central Civil West Courthouse 600 S Commonwealth Avenue Los Angeles, CA 90005	Elizabeth Pritzker Girard Gibbs LLP 601 California St., 14th Floor San Francisco, CA 94108	Gregory R. Oxford Isaacs Clouse Crose & Oxford LLP 21515 Hawthorne Blvd., Suite 950 Torrance, CA 90503

The written objection must include: (i) the objector's name, address and telephone number, (ii) the Vehicle Identification Number of the vehicle that establishes that the objector is a member of the Class, (iii) the name of this case and the case number, (iv) the specific reason and basis for the objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence in support of each objection

6.2 If the objector intends to appear at the Fairness Hearing through counsel, the comment must also state the following (i) the identity of all attorneys representing the objector who will appear at the fairness hearing, (ii) the identity and number of Class Members represented by objector's counsel, (iii) the number of such represented Class Members who have opted out of the Class and the Settlement, (iv) the number of such represented Class Members who have remained in the Settlement and have not objected; (v) the date the objector's counsel assumed representation for the objector, and (vi) a list of the names of all cases where the objector's counsel has objected to a class action settlement in the last three years. Objecting Class Members must also make themselves available for deposition by Class Counsel and/or GM's counsel in their

1 county of residence, between the time the objection is filed and seven (7) days before
2 the date of the Fairness Hearing. To appeal from any provision of the order approving
3 the Settlement as fair, reasonable and adequate, the award of incentive payments, or to
4 the award of reasonable attorneys' fees and documented costs and expenses paid by
5 Defendant and awarded to Class Counsel, the objector must appear in person, or
6 through counsel, or seek leave of Court excusing such appearance prior to the fairness
7 hearing, or as otherwise may be permitted by the Court at the fairness hearing. In
8 addition, the objector must demonstrate compliance with paragraph 6.1 to show that he
9 or she is a member of the Class.

10 6.3 Class Members, or their attorneys, intending to make an appearance at the
11 Fairness Hearing, must deliver a Notice of Intention to Appear to Class Counsel and
12 Defendant's Counsel identified above, and have this Notice file-stamped by the Court,
13 no later than thirty (30) days before the Fairness Hearing. The Notice of Intention to
14 Appear must: (i) state how much time the Class Member and/or their attorney
15 anticipates needing to present the objection, (ii) identify, by name, address, telephone
16 number and detailed summary of testimony, any witnesses the Class Member and/or
17 their attorney intends to present any testimony from; and (iii) identify all exhibits the
18 Class Member and/or their attorney intends to offer in support of the objection and
19 attach complete copies of all such exhibits

20 6.4. Any Class Member and/or their attorney who fails to comply with the
21 provisions of the foregoing paragraphs 6.1 through 6.3 shall be deemed to have waived
22 and forfeited any and all rights he or she may have to appear separately and/or object,
23 and shall be bound by all the terms of the Agreement.

24 VII. GENERAL PROVISIONS.

25 7.1. All Parties agree that this Agreement was drafted jointly by counsel for
26 the Parties at arm's length and that the Agreement including its Exhibits constitutes the
27 sole agreement between the Parties concerning the subject matter hereof. Further, the
28

1 Parties intend and agree that this Agreement, including its Exhibits, is a fully integrated
2 and enforceable Agreement, and further stipulate and agree that: (i) there are no other
3 agreements, written or oral, between the Parties concerning this subject matter; (ii) no
4 representations, warranties or inducements have been made to any Party concerning the
5 Settlement or this Agreement other than are contained in the Agreement; and (iii) this
6 Agreement shall not be modified or amended except by a signed writing executed by or
7 on behalf of all Parties and approved by the Court.

8 7.2. The Parties expressly agree that the terms and provisions of this
9 Agreement are contractual and not a mere recital and shall survive the execution of this
10 Agreement and entry of the Final Judgment and shall continue in full force and effect
11 thereunder

12 7.3 The Agreement will terminate at the sole option and discretion of GM or
13 Class Counsel if (i) the Court, or any appellate court(s), rejects, modifies or denies
14 approval of any material portion of the Agreement or the proposed settlement (except
15 for the Incentive Award, Reimbursement of Designated Costs and Expenses and the
16 Award of Attorneys' Fees and Expenses as to which the provisions of paragraph 3 17
17 shall control), including, without limitation, the terms of relief, the findings of the
18 Court, the provisions relating to notice, the definition of the Class and/or the scope or
19 terms of the Released Claims, or (ii) the Court, or any appellate court(s), does not enter
20 or affirm, or alters or expands, any material portion of the Final Judgment In such
21 event, this Agreement and all negotiations shall be without prejudice to the Parties and
22 shall not be admissible into evidence, and shall not be deemed or construed to be an
23 admission or confession by any of the Parties or any fact, matter or proposition of law.

24 7.4. If this Stipulation is not approved by the Court or the Settlement is
25 terminated or there is a failure to reach the Effective Date in accordance with the terms
26 of this Stipulation, the Parties and all Class Members will be restored to their respective
27 positions as of the date immediately preceding the commencement of settlement
28

1 discussions in the Action, including their respective positions on class certification. In
2 such event, the terms and provisions of this Stipulation, will have no further force and
3 effect with respect to the Parties, neither the fact nor the terms of the Settlement will be
4 used in this Action or in any other proceeding for any purpose; and any Judgment or
5 order entered by the Court in accordance with the terms of this Stipulation will be
6 treated as vacated, nunc pro tunc. No order of the Court or modification or reversal on
7 appeal of any order of the Court concerning any Incentive or Attorneys' Fee Award or
8 Reimbursement of Documented Costs and Expenses will constitute grounds for
9 cancellation or termination of this Stipulation.

10 7.5 The Agreement shall be governed by and interpreted according to the laws
11 of the State of California without regard to its conflicts of law provisions

12 7.6 If any disputes arise regarding the implementation or interpretation of this
13 Agreement, the Parties agree to use reasonable efforts to resolve the dispute, including
14 consultation or mediation with Judge West, failing which the parties agree to present the
15 dispute Judge Lichtman or another judicial officer of the Los Angeles Superior Court to
16 be agreed upon by the parties or assigned by the Court for final resolution

17 7.7 Whenever the Agreement requires or contemplates that one Party shall or
18 may give notice to the other, notice shall be provided by facsimile and/or next-day
19 (excluding weekends and holidays) express delivery service as follows:

20 a If to Defendant, then to

21 L. Joseph Lines, III
22 General Motors Corporation
23 Mail Code 482-026-601
24 400 Renaissance Center
P.O. Box 400
Detroit, Michigan 48265-4000

Gregory R. Oxford
Isaacs Clouse Crose & Oxford LLP
21515 Hawthorne Boulevard, Suite 950
Torrance, California 90503
(310) 316-1990
(310) 316-1330 (FAX)

25 //

26 //

27 //

28

Stipulation of Settlement

b. If to Plaintiff, then to Class Counsel

Elizabeth C. Pritzker
Girard Gibbs LLP
601 California St., 14th Floor
San Francisco, California 94108
(415) 981-4800
(415) 981-4846 (FAX)

7.8 The Parties reserve the right, subject to the Court's approval, to agree upon any reasonable extensions of time that might be necessary to carry out any of the provisions of the Agreement.

7.9 In no event shall the Agreement, any of its provisions or any negotiations, statements, or court proceedings relating hereto in any way be construed as, offered as, received as, or used as an admission of liability in any judicial, administrative, regulatory, arbitration or other proceeding. Further, this Agreement shall not be offered or admitted into evidence in any proceeding, except the proceeding to seek court approval of this settlement or in a proceeding to enforce the terms of the settlement.

7.10 The Parties, their successors and assigns, and their attorneys undertake to implement the terms of the Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of the Agreement

7.11 The Parties, their successors and assigns, and their attorneys agree to cooperate fully with one another in seeking Court approval of the Agreement and to use their best efforts to effect the prompt consummation of the Agreement and the proposed settlement

7.12 The Court will retain jurisdiction to the extent allowed by law with respect to implementation and enforcement of the terms of this Stipulation, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement. All applications with respect to any aspect of the Settlement shall be presented to and determined by the Court

//

Stipulation of Settlement

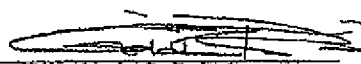
1 7.13. Each person executing this Agreement warrants that he or she has the
2 authority to do so

3 7.14. The Agreement may be signed in counterparts, each of which shall
4 constitute a duplicate original.

5
6 **APPROVED AND AGREED TO BY AND ON BEHALF OF
PLAINTIFF JASON ANDERSON AND THE CLASS**

7 Date. November 13, 2008


8 GIRARD GIBBS LLP

9
10 By: 
11 Elizabeth C. Pritzker
12 Attorney for Plaintiff
13 Jason Anderson and the Class

14
15 **APPROVED AND AGREED TO BY AND ON BEHALF OF
DEFENDANT GENERAL MOTORS CORPORATION**

16 Date. November 13, 2008

17 ISAACS CLOUSE CROSE & OXFORD LLP

18 By: 
19 Gregory R. Oxford
20 Attorney for Defendant
21 General Motors Corporation
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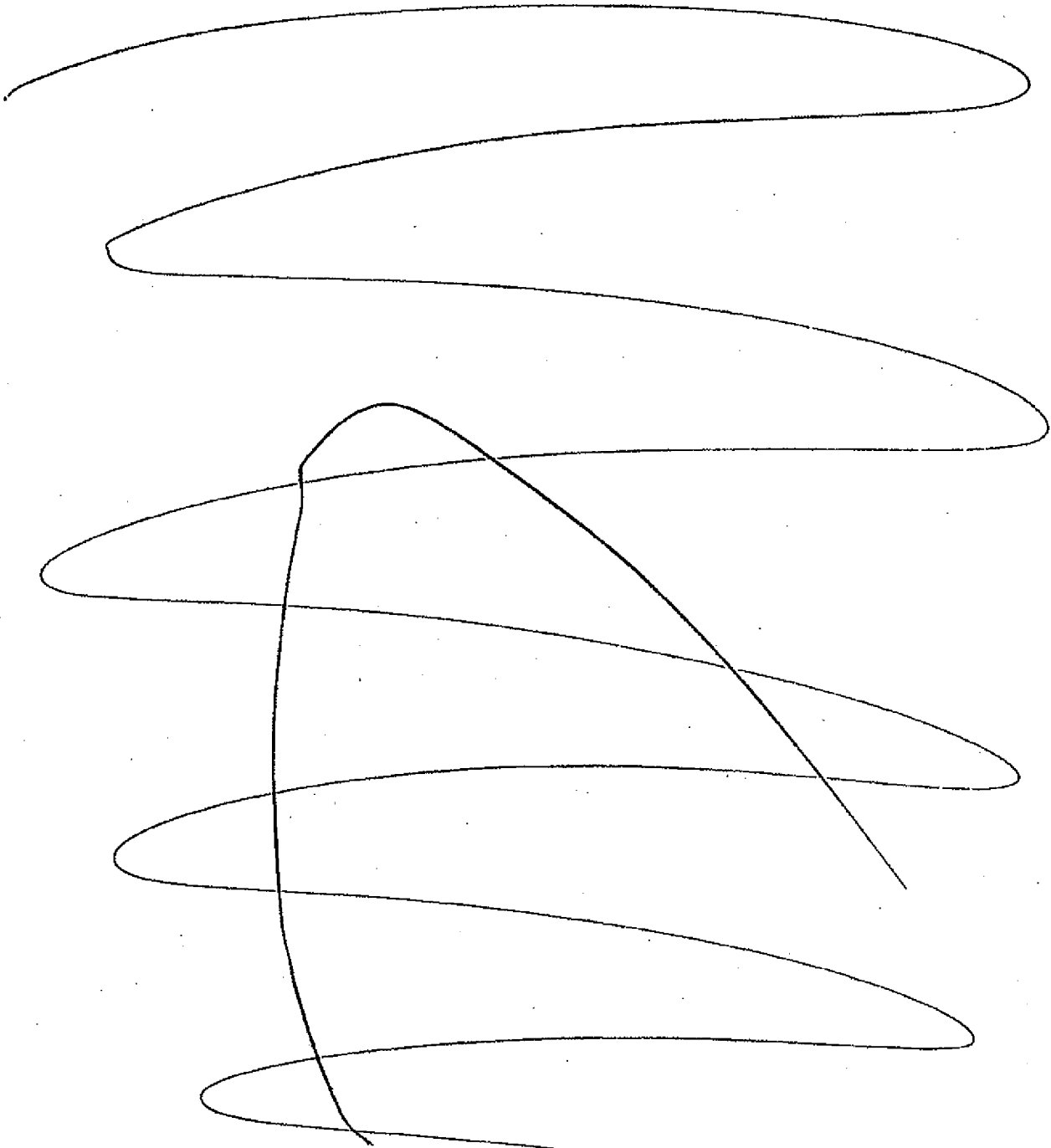


EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
In Re General Motors Cases (Anderson v. General Motors Corp.), JCCP No. 4396

**FOR CALIFORNIA RESIDENTS WHO OWN OR LEASE 1999-2003
CHEVROLET SILVERADO TRUCKS WITH 4.8, 5.3, 6.0 OR 8.1 LITER ENGINES**

**You May Be Able To Obtain Cash Reimbursements If Your Vehicle Has Piston Or Piston Pin
Noise Under A Proposed Class Action Settlement.**

The Settlement: There is a proposed Class Action Settlement involving California owners and lessees of certain 1999-2003 Chevrolet Silverado trucks who have piston or piston pin noise in their vehicles. This noise is sometimes referred to as cold engine knock, rough idle, piston slap, cold tick or cold start noise.

Persons Entitled to Benefits: You are a Class Member and entitled to benefits under the Settlement if 1) you live in or purchased or leased one of these Silverado vehicles in California, 2) you owned or leased the vehicle as of June 15, 2007, and 3) the vehicle makes or has made piston or piston pin noise.

Available Settlement Benefits: The Settlement must be approved by the Superior Court of California, County of Los Angeles. If approved, available benefits will include:

For those people with piston or pin noise only at startup:

- Full cash reimbursement of the purchase price of any General Motors Protection Plan ("GMPP"),
- Full cash reimbursement of expenses paid for piston or piston pin noise repairs during the Limited Warranty period or, if applicable, during the GMPP period,
- Cash reimbursement of 75% for certain engine repair expenses within 6 years or 100,000 miles of retail delivery of the vehicle, and

For those people with constant piston or pin noise:

- A free noise evaluation by an authorized GM dealer and, if needed, a free engine repair.

See pages 2-3 of this Notice for additional information about these benefits and required documentation.

Settlement Approval and Claims Process. If the Court approves the Settlement, a Claim Form will be mailed to you. You may use the Claim Form to make a claim for settlement payments or other benefits.

Summary of Class Members' Rights and Options Under the Settlement. The purpose of this Notice is to inform you, as a potential Class Member, of the terms of the proposed Settlement, and your rights and options under the Settlement. You may:

PARTICIPATE IN THE SETTLEMENT	If you agree with the Settlement, you need not do anything until after the Court decides whether to approve the Settlement. If the Settlement is approved, you will be sent a Claim Form and instructions about how to claim your settlement benefits.
OBJECT OR COMMENT ON THE SETTLEMENT	Write the Court about why you do or do not like the Settlement.
ATTEND THE HEARING	Ask to speak to the Court about the fairness of the Settlement.
DO NOTHING	Receive no payment or other benefit. Become barred from bringing or being part of any other lawsuit concerning these issues.

This Notice May Affect Your Rights. Please Read It Carefully.
For more information or a copy of this Notice in Spanish, call 1-866-981-4800
or visit www.girardgibbs.com/silverado

Este Aviso Le Informa Sobre un Acuerdo Legal Propuesto Que Puede Afectar Sus Derechos. Por Favor Lea Este Aviso Con Cuidado. Para mas informacion o una copia de este aviso en español, llama 1-866-981-4800 o lo visita www.girardgibbs.com/silverado

PLAINTIFFS' STATEMENT ABOUT THE CASE

This lawsuit is brought by Plaintiff Jason Anderson against General Motors Corporation ("GM"). The lawsuit alleges that GM has an Engine Knock Noise "Adjustment Program" under which it provides certain owners and lessees of Silverado trucks with extended warranties, General Motors Protection Plans ("GMPPs") or other benefits when they complain that their vehicles have or have had piston or piston pin noise at initial start up that goes away shortly after the engine warms up ("Start Noise"). Plaintiff claims GM violated California's "Secret Warranty" Law, Cal. Civil Code §§ 1795.90 *et seq.*, and Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, because GM failed to notify all 1999-2003 Silverado owners and lessees about its Adjustment Program, or inform them that they may be eligible for a free GMPP or other benefits offered under that Program.

GM'S STATEMENT ABOUT THE CASE:

GM denies Plaintiff's claims, and contends that it lawfully assisted a small percentage of Silverado owners and lessees whose trucks may make a particular type of engine knock noise at cold start-up that goes away within a few seconds. GM contends this type of noise has no adverse effect on the durability, reliability or performance of the engine. GM contends it has given assistance in the form of free GMPPs or other goodwill measures to promote customer satisfaction, and that its goodwill measures do not constitute a "secret warranty" or "Adjustment Program" under California law.

CERTIFIED CLASS ACTION

The case was certified as a class action by a Los Angeles Court on behalf of the following Class:

All California owners and lessees of 1999-2003 Chevrolet Silverados equipped with 4.8 liter, 5.3 liter, 6.0 liter or 8.1 liter engines ("Class Vehicles") who (1) Have an engine "knock, ping or slap" noise in their vehicles, and (2) Were not given notice of the condition giving rise to or the terms of GM's Engine Knock Noise Adjustment Program.

For purpose of this Notice and the Settlement, "knock, ping or slap noise" has the same meaning as "Start Noise" (piston or piston pin noise at initial engine start up that disappears shortly after the engine warms up), or "Constant Noise" (piston or piston pin noise that is not "Start Noise," for example, noise that continues or begins after the engine warms up).

This is not a solicitation from a lawyer.

AGREEMENT TO SETTLE:

Plaintiff and Class Counsel believe the proposed Settlement is in the best interests of the Class, that is desirable to settle this lawsuit to avoid the uncertainties of continued litigation, and that the terms and benefits of the Settlement described in this Notice provide fair, reasonable relief to the Class.

GM expressly denies any wrongdoing and does not admit or concede any actual or potential fault, wrongdoing or liability in connection with any fact or any claim asserted in the lawsuit. GM has concluded, however, that it is desirable to settle the lawsuit upon the terms and conditions described in this Notice because it will (1) fully resolve all claims raised in the lawsuit, (2) avoid the expense, burden and uncertainties of continued litigation, trial or appeal, and (3) promote customer satisfaction with GM and Chevrolet vehicles.

BENEFITS AVAILABLE TO CLASS MEMBERS

If the Court approves the Settlement, Class Members will be able to make claims for multiple settlement benefits as described in paragraphs 1, 2, 3 and 4, below, and will receive all benefits for which they are eligible. This includes benefits for multiple, unreimbursed repair expenses. Unreimbursed repair expenses do not include expenses covered, paid for or reimbursed under any extended warranty, GMPP or other service contract. GM may reduce the amount to be reimbursed to a Class Member by the amount, if any, previously paid by GM or any affiliate of GM for the same expense.

If the Court Approves the Settlement, you will be mailed a Claim Form and instructions that explain (1) how to make a claim for settlement benefits, and (2) the deadline for submitting a timely claim.

The settlement benefits available to Class Members include:

1. Reimbursement of Purchase Price of GMPPs Purchased by Certain Class Members:

Class Members who purchased GMPPs for Class Vehicles will be eligible for reimbursement subject to the provisions of paragraphs (a) or (b) below, if they timely return a signed and completed Claim Form and required documentation, if any, as further described below.

[continued on next page]

Please do not contact the Court regarding this Notice.

- (a) Class Members Who Purchased a GMPP Within 90 Days of Retail Delivery GM will reimburse each Class Member in this group for the full purchase price of the GMPP paid by the Class Member if the Class Member supplies appropriate documentation showing that his or her Silverado has or had Start Noise
- (b) Class Members Who Purchased a GMPP After 90 Days of Retail Delivery GM will reimburse each Class Member in this group for the purchase price of the GMPP paid for by the Class Member if the Class Member states under penalty of perjury that his or her Silverado has or had Start Noise

2. Customer-Paid Start Noise Repair Expense Reimbursement

For each Class Member who during the Applicable Warranty Period (defined below) paid for a repair to address concerns about Start Noise for which the Class Member was not fully reimbursed, GM upon receipt of (i) a signed and completed Claim Form stating under penalty of perjury that he or she sought the repair to address a concern about Start Noise and (ii) appropriate documentation of the repair and repair expense (such as a dealer or third-party repair order) will reimburse the Class Member for the repair expense

Only for purposes of eligibility for this settlement benefit, "Applicable Warranty Period" shall mean the GM Limited New Vehicle Warranty (3 years or 36,000 miles, whichever comes first) except that for those Class Members who purchased a GMPP, the time and mileage limitations for reimbursement of repair expenses under this paragraph shall be those set forth in the Class Member's GMPP (for example, 4 years or 50,000 miles, whichever comes first)

3. Constant Noise Evaluation

For each Class Member who completes and returns a Claim Form which includes the Class Member's sworn statement that prior to the expiration of his or her GM New Vehicle Limited Warranty he or she made inquiry of or expressed concerns to an authorized GM dealer or GM about Constant Noise (i.e., piston or piston pin noise that is not Start Noise), GM

This is not a solicitation from a lawyer

will, upon presentation of the Class Vehicle to an authorized Chevrolet dealer, provide a current noise evaluation of the Class Vehicle. If the current noise evaluation confirms that the Class Vehicle has Constant Noise, GM will offer at the Class Member's option repairs to address, remedy or eliminate Constant Noise ("Constant Noise Repairs"), including where appropriate replacement of piston assemblies or other appropriate components. Any Constant Noise Repair offer that is accepted by the Class Member pursuant to this paragraph will be performed at no cost to the Class Member

4. Partial Reimbursement for Certain Other Repairs

For each Class Member who completes and returns a Claim Form which includes the Class Member's statement under penalty of perjury that he or she made inquiry of or expressed concerns to an authorized GM dealer or GM about Start Noise prior to expiration of the GM Limited New Vehicle Warranty (3 years or 36,000 miles after retail sale or lease, whichever came first) and that he or she incurred expenses for any of the engine repairs described below within 6 years or 100,000 miles of retail delivery, whichever came first, GM will reimburse the Class Member for 75 percent (75 %) of the repair expense shown on appropriate written documentation such as a repair order

The engine repairs eligible for this reimbursement are limited to repairs of the following engine components: Cylinder block, heads, crankshaft and bearings, crankshaft seals – front and rear, camshaft and bearings, connecting rods and pistons, valve train (including valve seals, valve covers and internal parts), timing gears, timing chain/belt and cover, oil pump, oil pump housing, oil pan, all engine seals and gaskets, lubricated internal engine parts, water pump, intake and exhaust manifolds, flywheel, harmonic balancer, and engine mounts

[continued on next page]

Please do not contact the Court regarding this Notice

**CLAIMS PROCEDURES UPON SETTLEMENT
APPROVAL**

If the Court Approves the Settlement, you will be mailed a Claim Form and instructions that explain (1) how to make a claim for settlement benefits, and (2) the deadline for submitting a timely claim.

Additional details about the claims resolution process appear in the Stipulation for Settlement filed in this action.

To review an electronic copy of the Stipulation for Settlement, go to www.girardgibbs.com/silverado

**ATTORNEYS' FEES AND EXPENSES AND
INCENTIVE AWARD TO PLAINTIFF**

In November 2006, the Los Angeles Superior Court appointed the following lawyers as Class Counsel to represent the Class in this litigation:

GIRARD GIBBS LLP
601 California Street, Suite 1400
San Francisco, CA 94108
www.girardgibbs.com

As part of the Settlement, and subject to Court approval, GM will pay up to \$7,500 in an incentive award to Plaintiff Jason Anderson in recognition of his initiative and effort pursuing the matter on behalf of other California owners and lessees of Class Vehicles. In addition, subject to Court approval, GM will pay a separate sum not to exceed \$1,950,000 in attorneys' fees of Class Counsel. GM will also reimburse Class Counsel for documented case costs and litigation expenses not to exceed \$215,000. These amounts do not reduce the relief available to Class Members and are in addition to and separate from the other benefits available to Class Members under the Settlement.

COSTS OF SETTLEMENT ADMINISTRATION

GM will pay the cost of notice and of the claims administration associated with the Settlement.

DISMISSAL AND RELEASE OF CLAIMS

If the proposed Settlement is approved by the Court, then all legal claims that were asserted on behalf of Class Members in this Action will be dismissed with prejudice as to all Class Members, and all legal claims that may have been asserted in the litigation will be released. This means that Class Members will be forever barred from bringing, continuing, or being part of any other lawsuit against GM for these claims.

If the Court does not approve the proposed Settlement, the Settlement Agreement between GM and Plaintiff Jason Anderson on behalf of the certified class in the *Anderson v. General Motors Corp.* litigation will terminate and shall be null and void, and this lawsuit will remain before the Court for trial or ultimate disposition.

FAIRNESS HEARING, DATE AND LOCATION:

The Court will hold a Fairness Hearing to consider and then decide whether to approve the proposed Settlement, and determine whether to approve the proposed award of Attorneys' Fees and Expenses to Class Counsel and the proposed Incentive Award to Plaintiff. The hearing is scheduled for **March 5, 2009, at 1:45 p.m.**, in Dept. 322 of the Los Angeles County Superior Court, Central Civil West Courthouse, 600 S. Commonwealth Avenue, Los Angeles, California, before the Hon. Peter D. Lichtman.

**PRELIMINARY INJUNCTION PENDING
FAIRNESS HEARING**

Pending the Fairness Hearing, all Class Members are preliminarily enjoined and barred (i) from filing or commencing any lawsuit based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, alleged in this Action and/or the Released Claims, and (ii) from filing or commencing any other lawsuit as a class action on behalf of Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, alleged in this Action and/or the Released Claims.

[continued on next page]

YOUR RIGHTS AND OPTIONS:

If you fall within the Class definition, you have the following options

- 1 **PARTICIPATE IN THE SETTLEMENT.** If you agree with the proposed Settlement, you need not do anything until after the Court decides whether to approve the Settlement. Thereafter, you will receive a Claim Form and instructions for submitting a claim for settlement benefits
- 2 **COMMENT ON THE SETTLEMENT.** You may write to the Court or Class Counsel to express your support for or opposition to the Settlement. In order to object to the Settlement, however, you must follow the procedures in paragraph 3 immediately below
- 3 **OBJECT TO THE SETTLEMENT.** If you wish to object to the Settlement or Class Counsel's request for attorneys' fees, expenses and an incentive award for Plaintiff Jason Anderson, you must submit your objection in writing. On the first page of your written objection, you must include a prominent reference to *In Re GM Cases (Anderson v. General Motors Corp.)*, JCCP No 4396. Your objections must include (a) your full name, address and telephone number, (b) the year, model and vehicle identification number of your 1999-2003 Chevrolet Silverado, (c) a statement of each objection, if any, (d) a written brief detailing the specific reasons for each objection including the legal or factual support you wish to bring to the Court's attention and any evidence you wish to submit to the Court in support of your objection(s), and (e) your signature. If you wish to speak at the Fairness Hearing (described above), you also must state in your objections or comments that you intend to appear and speak at the hearing. If you do not include this statement, you will not be entitled to speak at the hearing.

Objecting Class Members who intend to testify in support of the objection either in person or by affidavit or declaration must also make themselves available for deposition by Class Counsel or by GM's counsel in their county of residence, between the time the objection is filed and at least seven (7) days before the date of the Fairness Hearing.

If you intend to appear at the Fairness Hearing through counsel, your written objection(s) must also state the following: (i) the identity of all attorneys representing the objector who will appear

at the Fairness Hearing, (ii) the identity and number of Class Members represented by the objector's counsel, (iii) the number of such represented Class Members who have opted out of the Class and the Settlement, (iv) the number of such represented Class Members who have remained in the Settlement and have not objected, (v) the date the objector's counsel assumed representation for the objector, and (vi) a list of the names of all cases where the objector's counsel has objected to a class action settlement in the last three years. To appeal from any provision of the Court's order approving the Settlement as fair, reasonable and adequate, the award of an incentive payment to Jason Anderson, or the attorneys' fees or documented expenses awarded to Class Counsel, the objector must appear at the Fairness Hearing in person, or through counsel, or seek leave of Court excusing such appearance prior to the Fairness Hearing, or as otherwise may be permitted by the Court at the Fairness Hearing. In addition, the objector must demonstrate compliance with this paragraph to show that he or she is a member of the Class.

Class Members, or their attorneys, intending to make an appearance at the Fairness Hearing must deliver to Class Counsel and GM's counsel, and have file-stamped by the Court, no later than **February 2, 2009**, a Notice of Intent to Appear. The Notice of Intent to Appear must (i) state how much time the Class Member and/or their attorney anticipates needing to present the objection, (ii) identify, by name, address and telephone number and detailed summary of testimony, any witnesses the Class Member intends to present any testimony from, and (iii) identify all exhibits the Class Member and/or their attorney intends to offer in support of the objection and attach complete copies of all such exhibits.

If you do not raise your objections according to this procedure, you will waive all objections and have no right to appeal if the Settlement is approved. You may, but need not, enter an appearance in the lawsuit and object through your own legal counsel. If you do, you will be responsible for your own attorneys' fees and costs.

[continued on next page]

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OBJECTION/COMMENT DEADLINE:

You must mail or deliver your comments or objections, and your Notice of Intent to Appear if you wish to attend the Fairness Hearing, to the Clerk of the Court, with copies to Plaintiffs' Class Counsel and GM's counsel, for receipt no later than February 2, 2009, at the following addresses

Clerk of the Court

Superior Court, County of Los Angeles
Central Civil West Courthouse
Department 322
600 S Commonwealth Avenue
Los Angeles, California 90005

Class Counsel

Elizabeth C Pritzker
Girard Gibbs LLP
601 California Street, 4th Floor
San Francisco, California 94108

Counsel for General Motors Corporation

Gregory R Oxford
Isaacs Clouse Crose & Oxford LLP
21515 Hawthorne Boulevard, Suite 950
Torrance, California 90503

ADDITIONAL INFORMATION

You may wish to keep this Notice for future reference. If the Settlement is approved, this Notice may be helpful in filling out your Claim Form for settlement payments or other benefits.

For more information about the Settlement, or a copy of this Notice in Spanish, call 1-866-981-4800, or visit www.girardgibbs.com/silverado. You also can direct any inquires to Class Counsel at the address listed above or by sending an email to silveradosettlement@girardgibbs.com

INFORMACIÓN ADICIONAL.

Usted puede desear guardar este aviso para la referencia futura. Si el establecimiento es aprobado, este aviso puede ser provechoso en rellenar su impreso de demanda para los pagos del establecimiento u otras ventajas.

Para mas informacion o una copia de este aviso en español, llama 1-866-981-4800 o lo visita www.girardgibbs.com/silverado. Usted puede tambien dirigir cualesquiera investiga para clasificar consejo en la dirección enumerada sobre o enviando un email a silveradosettlement@girardgibbs.com

DATED. DECEMBER 18, 2008

BY ORDER OF THE SUPERIOR COURT OF THE
STATE OF CALIFORNIA FOR THE COUNTY OF
LOS ANGELES

This is not a solicitation from a lawyer

Please do not contact the Court regarding this Notice



EXHIBIT 3

1 ERIC H. GIBBS (S.B. #178658)
2 ELIZABETH C. PRITZKER (S.B. #146267)
3 GIRARD GIBBS LLP
4 601 California St., 14th Floor
5 San Francisco, California 94108
6 Tel: (415) 981-4800, Fax: (415) 981-4846

7 Attorneys for Plaintiff Jason Anderson and the Class

8 GREGORY R. OXFORD (S.B. #62333)
9 ISAACS CLOUSE CROSE & OXFORD LLP
10 21515 Hawthorne Boulevard, Suite 950
11 Torrance, California 90503
12 Tel: (310) 316-1990, Fax: (310) 316-1330

13 Attorneys for Defendant General Motors Corporation

14 Of Counsel

15 L. JOSEPH LINES, III
16 GENERAL MOTORS CORPORATION
17 Mail Code 482-026-601
18 400 Renaissance Center
19 P.O. Box 400
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22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
23 **COUNTY OF LOS ANGELES**
24 **CENTRAL CIVIL WEST COURTHOUSE**

25 Coordination Proceeding Special Title
26 (Rule 1550(c))

27 **GENERAL MOTORS CASES**

28 This Document Relates to.

JASON ANDERSON, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

GENERAL MOTORS CORPORATION,

Defendant

Judicial Council Proceeding No 4396

Orange County Superior Court No
04CC00554.

CERTIFIED CLASS ACTION

The Honorable Peter D. Lichtman

FINAL JUDGMENT

ORIGINAL FILED
FEB 27 2009
LOS ANGELES
SUPERIOR COURT

RECEIVED
FEB 27 2009
Dept. 322

ORIGINAL FILED

MAR 05 2009

LOS ANGELES
SUPERIOR COURT

1 This matter having come before the Court on the application of Representative Plaintiff Jason
2 Anderson, individually and as a representative of a class of similarly situated persons (collectively,
3 "Plaintiffs"), and General Motors Corporation ("GM") for approval of the Settlement set forth in the
4 Stipulation of Settlement and the exhibits thereto (collectively the "Agreement"), and the Court having
5 considered all papers filed, all evidence submitted and proceedings had herein and otherwise being
6 fully informed;

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

8 1 The Court has jurisdiction over the subject matter of this litigation, and over all parties
9 to the litigation, including all members of the following Class defined in the Court's previous order
10 granting class certification: "All California owners and lessees of 1999-2003 model year Chevrolet
11 Silverados equipped with a 4.8 liter (LR4, 5.3 liter (LM7), 6.0 liter (LQ4, L59) or 8.1 liter (L18)
12 engines who (1) Have an engine "knock, ping or slap" noise in their vehicles; and (2) Were not given
13 notice of the condition giving rise to or the terms and conditions of GM's Engine Knock Noise
14 Adjustment Program " For purposes of this Settlement and the Final Judgment, "engine knock, ping or
15 slap noise" has the same meaning as "Start Noise" (i.e., piston or piston pin noise that occurs at initial
16 start up and disappears shortly after the engine warms up) or "Constant Noise" (i.e., piston or piston
17 pin noise that is not Start Noise), as those terms are defined in the Agreement. Excluded from the
18 Class are those California owners and lessees of 1999-2003 model year Chevrolet Silverados who
19 timely requested to be excluded from the Class on or prior to August 15, 2007. Subrogees, assignees
20 and other third parties are not Class Members, are not eligible to receive any benefits under this
21 Settlement and are not subject to any releases executed by or on behalf of the Representative Plaintiff
22 or Class Members.

23 2. Pursuant to Section 382 of the Code of Civil Procedure, the Court hereby finds that the
24 members of the proposed Class are so numerous that joinder of all members is impracticable, that there
25 are questions of law and fact common to the Class, that the claims of the named plaintiff are typical of
26 the claims of Class and that Representative Plaintiff, Jason Anderson, and the law firm of Guard Gibbs
27 LLP, as Class Counsel, have fairly and adequately represented the Class and will continue to do so
28 The Court further finds that questions of fact common to the Class predominate over factual questions

1 affecting only individual members and that a class action is superior to other available methods for the
2 fair and efficient adjudication of the controversy. Accordingly, the Court reaffirms its prior
3 certification of the Class as defined in paragraph 1 above and hereby finds that, for settlement
4 purposes, and for purposes of the Agreement and the Settlement, the Action and the above-defined
5 Class meet the requirements for the bringing and maintenance of a class action set forth in section 382
6 of the Code of Civil Procedure.

7 3 The Court hereby finds that: (a) the Settlement memorialized in the Agreement has been
8 entered into in good faith and was concluded shortly before trial after Class Counsel and GM had
9 conducted extensive discovery, investigation and legal research concerning the issues raised by
10 Plaintiff's claims; (b) the Settlement evidenced by the Agreement is fair, reasonable and adequate as to,
11 and in the best interests of, the Class Members; (c) the Settlement delivers benefits to the Class in a
12 reasonably timely manner while resolving complex issues that would require expensive and long-
13 lasting litigation; (d) the Agreement was the result of extensive arms' length negotiations among highly
14 experienced counsel, with full knowledge of the risks inherent in this litigation and under the
15 supervision of Los Angeles Superior Court Judge Carl J. West, an experienced settlement judge, (e)
16 there is no evidence of collusion or fraud in connection with the Settlement; (f) the investigation and
17 discovery conducted to date suffices to enable the parties and the Court to make an informed decision
18 as to the fairness and adequacy of the Settlement; (g) the case raised complex and vigorously contested
19 issues of law and fact that would result in complex, expensive, and lengthy litigation; (h) Plaintiff faced
20 significant risks in establishing liability and damages; and (i) the release is tailored to address the
21 allegations in the case.

22 4. The Court hereby finds that the Agreement and Settlement are, in all respects, fair,
23 reasonable, and adequate, and in the best interests of the Class. The Court grants final approval of the
24 Agreement and Settlement, and directs the Parties to perform the terms of the Agreement.

25 5 Upon the Effective Date set forth in the Agreement, the Representative Plaintiff and the
26 Class Members, by operation of this Judgment, shall have hereby released, waived and discharged any
27 and all claims, demands, causes of action or liabilities, including but not limited to those for alleged
28 violations of any state or federal statutes, rules or regulations, and all common law claims, including

1 Unknown Claims as defined in the Agreement, based on or in any way related to the factual allegations
2 and legal claims that were made in the Action, including any claim that any repair should have been
3 paid for, reimbursed or provided to Class Members pursuant to the Motor Vehicle Warranty
4 Adjustment Programs law, Civ. Code § 1795.90 *et seq.* Upon the Effective Date set forth in the
5 Agreement, the Representative Plaintiff and Class Members, by operation of this Judgment, also shall
6 have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
7 and benefits of Section 1542 of the California Civil Code, and of any similar law of any other state,
8 which provides: "a general release does not extend to claims which the creditor does not know or
9 suspect to exist in his or her favor at the time of executing the release, which if known by him or her
10 must have materially affected his or her settlement with the debtor." Claims for personal injury or
11 claims based on or related to engine noise conditions in Class Vehicles other than Start Noise or
12 Constant Noise are not released, waived or discharged by this Judgment. Consistent with the express
13 terms of the Agreement, subrogation claims are not being released as part of this Judgment.

14 6. Upon the Effective Date, GM shall be deemed to have released, waived and discharged
15 any and all claims or causes of action, known or unknown, against the Representative Plaintiff or Class
16 Counsel based on or in any way related to any of the allegations, acts, omissions, transactions, events
17 or other matters alleged, claimed or at issue in the Action, provided that this release shall not extend to
18 any claim for breach of the Agreement or violation of this Final Judgment.

19 7. The Court hereby orders and declares (a) the Agreement is approved by the Court and
20 shall be binding on all Class Members, and (b) the Agreement as approved by this final judgment is
21 and shall be binding and preclusive in all pending and future lawsuits or other proceedings whether in
22 state or federal court. Each and every term and condition of the Agreement as a whole (including its
23 attached exhibits) is approved as proposed and is to be effective, implemented, and enforced as
24 provided in the Agreement.

25 8. The Court finds that the Class Action Settlement Notice and methodology implemented
26 pursuant to this Court's Preliminary Approval Order provided the best notice practicable under the
27 circumstances. The Court further finds that the Class Action Settlement Notice advised each member
28 of the Class, in plain easily understood language (a) the nature of the suit; (b) the definition of the

1 Class certified, (e) the class claims, issues, and defenses; (d) the nature of the settlement benefits
2 available to Class Members under the Settlement, (e) the procedures available to Class Members to
3 claim settlement benefits and for adjudicating disputes relating to eligibility or disbursement of
4 settlement benefits; (f) that a Class Member could enter an appearance through counsel if desired, and
5 (g) that the judgment incorporating the Settlement will fully release GM, dismiss this lawsuit with
6 prejudice, and include and bind all members of the Class who did not timely request exclusion. The
7 Court finds that the Class Action Settlement Notice and methodology fully complied with all
8 applicable legal requirements, including the Due Process Clauses of the Constitutions of the United
9 States and the State of California and the California Code of Civil Procedure and Rules of Court.

10 9. The Court finds that Class Counsel and the Representative Plaintiff adequately
11 represented the Class for purposes of entering into and implementing the Agreement.

12 10 All Class Members are, from this day forward, hereby permanently barred and enjoined
13 from:

14 (a) filing or commencing any lawsuit in any jurisdiction based on or relating to: (i) the
15 claims and causes of action asserted in this Action; (ii) the facts and circumstances relating to this
16 Action; or (iii) the Released Claims, or

17 (b) organizing Class Members, or soliciting the participation of Class Members, in a
18 separate class for purposes of pursuing as a purported class action any other lawsuit (including by
19 seeking to amend a pending complaint to include class allegations, or seeking class certification in a
20 pending action in any jurisdiction) based on or relating to: (i) the claims and causes of action asserted
21 in this Action, (ii) the facts and circumstances relating to this Action, or (iii) the Released Claims.

22 11. Representative Plaintiff is awarded an Incentive Award in the total sum of \$ 7,500.
23 Class Counsel are hereby awarded the total sum of \$ 1,950,000 in Attorneys' Fees, and the total sum of
24 \$ 212,500 in Documented Costs and Expenses. Defendant shall pay the Incentive Award, Attorneys'
25 Fees and Documented Costs and Expenses in accordance with the Agreement. GM shall have no
26 responsibility for and no liability with respect to the allocation of Attorneys' Fees to Class Counsel or
27 any other person who may assert some claim thereto.

28 12 The terms of the Agreement as approved by this final judgment shall be forever binding

1 on, and shall have *res judicata* effect and preclusive effect in, all pending and future lawsuits or other
2 proceedings that may be maintained by or on behalf of the Representative Plaintiff or any Class
3 Members, as well as their collective heirs, executors, administrators, successors and assigns, relating to
4 the Action and/or the Released Claims (as defined in the Agreement).

5 13. Neither this Final Judgment nor the Agreement (nor any document referred to herein or
6 any action taken to carry out this Final Judgment) is, may be construed as, or may be used as an
7 admission by GM of the validity of any claim, of actual or potential fault, wrongdoing or liability
8 whatsoever. Entering into or carrying out the Agreement and any negotiations or proceedings relating
9 to the Settlement shall not in any event be construed as, or deemed to be evidence of, an admission or
10 concession of GM and shall not be offered or received into evidence in any action or proceeding
11 against any party hereto in any court, judicial, administrative, regulatory hearing, arbitration, or other
12 tribunal or proceeding for any purpose whatsoever, except in a proceeding to enforce the Agreement.
13 This Final Judgment and the Agreement it approves (including exhibits thereto) may, however, be filed
14 in any action against or by GM to support its defense of *res judicata*, collateral estoppel, release, good
15 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
16 similar defense or counterclaim, as set forth in paragraph 12 of this Final Judgment.

17 14 Representative Plaintiff's First Amended Complaint and this entire Action, including all
18 individual claims and Class claims asserted or that could have been asserted herein, is hereby
19 DISMISSED WITH PREJUDICE, without fees, costs, or expenses to any party except as otherwise
20 provided herein.

21 15. Without affecting the finality of this Final Judgment in any way, this Court hereby
22 retains continuing jurisdiction over (a) implementation of the Settlement; (b) payment of Class
23 Members' claims under the Settlement; (c) further proceedings, if necessary, on Plaintiff's and Class
24 Counsel's applications for Attorneys' Fees, Documented Costs and Expenses, or Incentive Awards
25 previously filed herein; and (d) the Parties for purposes of construing, enforcing, or administering the
26 Agreement. If any Party fails to fulfill its obligations completely, the Court retains the power to issue
27 such orders to enforce this Judgment and the Settlement as it deems appropriate after noticed hearing.

28 16. If the Settlement does not become effective in accordance with the terms of the

1 Agreement, then this Final Judgment shall be rendered null and void to the extent provided by and in
2 accordance with the Agreement and shall be vacated and, in such event, all orders entered and releases
3 delivered in connection herewith shall be null and void to the extent provided by and in accordance
4 with the Agreement.

5
6 IT IS SO ORDERED.

7 PETER D. LIGHTMAN

8 Dated: 3/5/09

9 THE HONORABLE PETER D. LIGHTMAN
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EXHIBIT D

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
In re	:	Chapter 11 Case No.
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:	
Debtors.	:	(Jointly Administered)
-----X		

**STIPULATION AND ORDER BETWEEN THE DEBTORS AND THE HOLDERS
OF UNLIQUIDATED DEX-COOL AND ANDERSON CLAIMS TO ALLOW CLASS
PROOFS OF CLAIM FOR DEX-COOL AND ANDERSON CLASS CLAIMANTS**

Motors Liquidation Company (f/k/a General Motors Corporation) ("MLC") and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors" or "MLC"), and the holders of Unliquidated Dex-Cool Claims (as defined below), and the holders of Unliquidated Anderson Claims (as defined below), by and through their respective undersigned counsel, hereby enter into this Stipulation and Agreed Order (this "Stipulation") and stipulate as follows:

RECITALS

A. On June 1, 2009 (the "Commencement Date"), the Debtors commenced with this Court voluntary cases (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed. On or about June 3, 2009, an Official Committee of Unsecured Creditors (the "Committee") was appointed in the Chapter 11 Cases. The Chapter 11 Cases are being jointly administered pursuant to Rule

1015(b) of the Bankruptcy Rules.

B. On September 16, 2009, the Court entered an order (the **"Bar Date Order"**) establishing November 30, 2009 at 5:00 p.m. (Eastern Time) (the **"General Bar Date"**) as the deadline for each person or entity (including without limitation, each individual, partnership, joint venture, corporation, estate, or trust) to file a proof of claim (a **"Proof of Claim"**) against any Debtor to assert any claim (as defined in section 101(5) of the Bankruptcy Code) (a **"Claim"**) that arose prior to the Commencement Date.

C. On April 29, 2003 certain consumers filed class actions against MLC in the 16th Judicial Circuit Court (Jackson County) of the State of Missouri (the **"Gutzler Class Action"**) and in the Superior Court of the State of California for the County of Alameda (the **"Sadowski Class Action"**) and together with the Gutzler Class Action, the **"Dex-Cool Class Actions"**). In both the Gutzler Class Action and the Sadowski Class Action, the parties entered into a settlement agreement approved by each court (collectively, the **"Dex-Cool Settlement Agreement"**). Prior to the Commencement Date, the administration of the Dex-Cool Settlement Agreement had been substantially completed. However, certain claims in connection with the Dex-Cool Class Actions had not yet been liquidated pursuant to the terms of the Dex-Cool Settlement Agreement (the **"Unliquidated Dex-Cool Claims"**).

D. On May 18, 2004 certain consumers filed a class action against MLC in the Superior Court of the State of California for the County of Los Angeles, Central Civil West Courthouse (the **"Anderson Class Action"**). In the Anderson Class Action, the parties entered into a settlement agreement approved by the court (the **"Anderson Settlement Agreement"**). Prior to the Commencement Date, the administration of the Anderson Settlement Agreement had been initiated. However, certain claims in connection with the Anderson Class Action had not

yet been liquidated pursuant to the terms of the Anderson Settlement Agreement (the "Unliquidated Anderson Claims").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Stipulation, it is agreed as follows:

AGREEMENT

1. On behalf of the holders of Unliquidated Dex-Cool Claims, undersigned class counsel may file a Class Proof of Claim aggregating the holders' respective claims against Debtors, and the Debtors agree that the undersigned class counsel has authority under Fed. R. Bankr. P. 3001 and the Bankruptcy Code to execute and file such claim on behalf of the holders of the Unliquidated Dex-Cool Claims.

2. On behalf of the holders of Unliquidated Anderson Claims, undersigned class counsel may file a Class Proof of Claim aggregating the holders' respective claims against Debtors and the Debtors agrees that undersigned class counsel has authority under Fed. R. Bankr. P. 3001 and the Bankruptcy Code to execute and file such claim on behalf of the holders of the Unliquidated Anderson Claims.

3. The undersigned class counsel, by filing the Class Proofs of Claim in respect of the Unliquidated Dex-Cool Claims and the Unliquidated Anderson Claims, consents to and hereby is deemed to be the claimant for the purpose of receiving notices and distributions, if any, except as otherwise provided in a confirmation order related to a chapter 11 plan filed in the Chapter 11 Cases, and may (but shall not be required to) respond to any objections interposed as to any claims asserted in each applicable Class Proof of Claim. Notice to the undersigned class counsel shall be, and shall be deemed to be, sufficient notice to all class members in the Dex-Cool Class Action and the Anderson Class Action.

4. The Debtors' agreement herein to permit the filing by the undersigned class counsel of each Class Proof of Claim is intended solely for the purpose of administrative convenience and neither this Stipulation and Order nor the filing of any Class Proof of Claim shall in any way prejudice the right of any Debtor or any other party in interest to object to the allowance of any Class Proof of Claim.

5. This Court shall retain jurisdiction to resolve any disputes or controversies arising from or relating to this Stipulation and Order and to the filing of the Class Proofs of Claim pursuant to this Stipulation.

6. This Stipulation is subject to the approval of this Court and shall become effective upon the entry of an order by the Court approving this Stipulation. If this Stipulation is not approved by the Court, then this Stipulation shall be deemed null and void, and shall not be referred to or used for any purpose by any of the parties hereto (the "Parties") in either the Chapter 11 Cases or in any other forum.

7. This Stipulation sets forth the entire understanding of the Parties with respect to the matters addressed herein and is intended to be the complete and exclusive statement of the terms thereof and may not be modified or amended except by a writing signed by the Parties and/or their counsel, which shall be so-ordered by the Court. Accordingly, the Parties have independently verified all facts and/or conditions of facts that they have determined are necessary to their decision to enter into this Stipulation, and they have not relied upon any representations, written or oral, express or implied, of any other person in verifying and satisfying themselves as to such facts and/or condition of facts.

8. The Parties represent and warrant to each other that the signatories to this Stipulation have full power and authority to enter into this Stipulation.

9. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of signed counterparts of this Stipulation by facsimile transmission or as PDF attachment to an email message shall have the same effect as the manual delivery of an original signed counterpart of this Stipulation, and all signatures on such counterpart will be deemed to be as valid as an original signature whether or not a Party delivers manually an original signed counterpart of this Stipulation, although it is the Parties' intention to deliver an original signed counterpart after any facsimile or email delivery.

DATED: November __, 2009

Respectfully submitted,

GIRARD GIBBS LLP

POLSINELLI SHUGHART P.C.

By: /s/ A. J. de Bartolomeo
A. J. De Bartolomeo

By: P. John Brady
P. John Brady

Eric H. Gibbs
Dylan Hughes
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601 California Street, 14th Floor
San Francisco, California 94108
Telephone: (415) 981-4800
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Twelve Wyandotte Plaza
120 West 12th Street
Kansas City, Missouri 64105
Telephone: (816) 421-3355
Facsimile: (816) 374-0509

Court-Appointed Class Counsel in Dex-Cool

*Court-Appointed Class Counsel in Dex-Cool
Class Action and Anderson*

WEIL, GOTSHAL & MANGES LLP

By: Joseph H. Smolinsky
Joseph H. Smolinsky

767 Fifth Avenue
New York, New York 10153
Attention: Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
Phone: (212) 310-8000
Facsimile: (212) 310-8007

*Attorneys for the Debtors and Debtors in
Possession*

ORDER APPROVING STIPULATION

Based on the foregoing stipulation of the parties, the Court finding that good cause exists to approve the Stipulation as an order of the Court, that adequate notice of the Stipulation has been provided, and that no further notice is required,

IT IS HEREBY ORDERED that the foregoing stipulation is approved and incorporated by reference and made a part of this Order.

IT IS FURTHER ORDERED that this Court will retain jurisdiction to adjudicate any disputes arising in connection with this Order.

Date: December 1, 2009
New York, New York

s/ Robert E. Gerber
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT E

HEARING DATE AND TIME: April 26, 2011 at 9:45 a.m. (Eastern Time)
OBJECTION DEADLINE: April 19, 2011 at 4:00 pm. (Eastern Time)

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Stephen Karotkin
Joseph H. Smolinsky
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New York, New York 10153
Telephone: (212) 310-8000
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Attorneys for Debtors and
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11 Case No.
	: :
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	: 09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	: :
	: :
Debtors.	: (Jointly Administered)
	: :
-----X	

**MOTION OF DEBTORS FOR ENTRY
OF ORDER PURSUANT TO FED. R. BANKR. P. 9019
AND FED. R. CIV. P. 23 APPROVING AGREEMENT RESOLVING PROOF
OF CLAIM NO. 51093 AND IMPLEMENTING MODIFIED CLASS SETTLEMENT**

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

Motors Liquidation Company (f/k/a General Motors Corporation) ("MLC") and
its affiliated debtors, as debtors in possession (collectively, the "Debtors"), respectfully
represent:

I. Relief Requested¹

1. Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 23 of the Federal Rules of Civil Procedure (“**Rule 23**”), the Debtors respectfully request entry of that certain proposed Order Pursuant to Fed. R. Bankr. P. 9019 and Fed. R. Civ. P. Rule 23 Approving Agreement Resolving Proof of Claim No. 51093 and Implementing Modified Class Settlement (the “**Order**”) approving and ratifying that certain modified settlement agreement (the “**Agreement**”) between class action plaintiff Jason Anderson (“**Anderson**”), on behalf of himself and all others similarly situated (the “**Anderson Class**”), and the Debtors (collectively, Anderson, the Anderson Class, and the Debtors, the “**Parties**”). The Agreement is attached hereto as **Exhibit “A”** and the Order is attached hereto as **Exhibit “B.”**

2. Among other things, the Agreement sets forth the proposed settlement and resolution of Claim No. 51093 (the “**Anderson Proof of Claim**”), which is based on a previous settlement reached in a class action lawsuit brought by Jason Anderson, on behalf of himself and the Anderson Class against General Motors Corporation (“**GM**”) on May 18, 2004, in the Superior Court of the State of California, County of Los Angeles (the “**California Court**”), alleging, among other things, that GM violated the Unfair Competition Law by creating an “adjustment program” under the Motor Vehicle Warranty Adjustment Programs statute (“**MVWAP**”), Civ. Code § 1795.90 *et. seq.*, allegedly without providing the Anderson Class with certain notices and repair reimbursements (the “**Anderson Class Action**”). Entry of the Order will result in: (i) the resolution of approximately \$10,000,000.00 in claims against the

¹ All capitalized terms not otherwise defined in this Motion shall have the meanings ascribed to them in the Agreement (defined below).

Debtors' estates; and (ii) the alleviation of the financial burden, time, and uncertainty associated with litigation of the Anderson Proof of Claim and the Anderson Class Action.

II. Preliminary Statement

3. By this Motion of Debtors for Entry of Order Pursuant to Fed. R. Bankr. P. 9019 and Fed. R. Civ. P. 23 Approving Agreement Resolving Proof of Claim No. 51093 and Implementing Modified Class Settlement (the "**Motion**"), the Debtors seek to implement the settlement previously reached in the Anderson Class Action and approved by the California Court, with the requested modifications described herein and in the Agreement. The Anderson Class already has been certified by the California Court; extensive notice of the Anderson Class Action Settlement (defined below) was previously given to the Anderson Class; members of the Anderson Class already have submitted claims for settlement benefits; and the Anderson Class Action Settlement was approved by the California Court under Section 382 of the California Code of Civil Procedure—a code provision that is patterned after Rule 23. The California Court approved the Anderson Class Action settlement as fair, reasonable, and adequate, and GM previously transferred \$2,258,000.00 in escrow as earmarked for payment of attorneys' fees, costs, and an incentive award for Anderson. Pursuant to the California Court's Order Preliminarily Approving Stipulation of Settlement (the "**Preliminary Approval Order**") and final judgment (the "**Final Judgment**"), all claims by Anderson Class members were submitted to GM (as class claims administrator) and were post-marked by May 11, 2009. On June 1, 2009, before the terms of the settlement could be implemented and before GM performed any actions as class claims administrator, certain of the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), which stayed the implementation of the Anderson Class Action settlement.

4. As a result of the commencement of these chapter 11 cases, the Debtors are unable to provide the original consideration contemplated under the Anderson Class Action Settlement to the participating members of the class—including, for certain of the class members, a free vehicle valuation and, if necessary, repair—but the Parties have reached an agreement to provide alternative treatment that is favorable to the Participating Anderson Class Members (defined below). The Agreement is fair, reasonable, and adequate and meets the standards of Rule 23. Moreover, the Agreement will result in a reduction of general unsecured claims against the Debtors' estates. The Agreement is also the result of a collaborative effort between the Parties and the statutory committee of unsecured creditors (the "Creditors' Committee") in these chapter 11 cases and is submitted to this Court for approval with the Creditors' Committee's support and consent. Entry of the Order, thus, is in the best interest of the Anderson Class, the Debtors, and the Debtors' creditors. Accordingly, the Debtors respectfully request that this Motion be granted.

III. Jurisdiction

5. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

IV. Background

A. The Anderson Class Action

6. On May 18, 2004, Anderson filed a class action complaint against GM on behalf of himself and the Anderson Class in the California Court, Case No. JCCP4396, alleging that certain Silverado trucks exhibit an abnormal engine knock or piston noise. Anderson further alleged that GM knew about this condition and that GM had a business policy under which it provided certain benefits, including a 6 year/100,000 General Motors Protection Plan (or

"GMPP"), to California owners and lessees of Silverados who complained to GM about the condition. Anderson asserted that GM's business policy to offer a GMPP or other benefit to some consumers, but not others, who own or lease a Silverado with an abnormal engine knock or piston noise condition was an adjustment program or "secret warranty" that violates California law, including, specifically, the California MVWAP, because GM allegedly did not notify Anderson or the Anderson Class about the adjustment program or provide them with coverage under the plan.

7. Following substantial discovery, law and motion practice, class certification having been granted, a writ petition as to the form and notice of class certification having been denied, and two separate mandatory settlement conferences before a California state judge, GM and the Anderson Class reached a comprehensive claims-made stipulation of settlement of the Anderson Class Action (the "Anderson Class Action Settlement"). A copy of the Anderson Class Action Settlement is attached as Exhibit "C." Under the terms of the settlement, after submission of the appropriate documentation, GM agreed to reimburse class members who submitted valid, timely claims for: (i) monies spent on the purchase of a GMPP that otherwise would have been available to them for free under GM's allegedly unlawful adjustment program; and/or (ii) repair costs paid by class members to correct the abnormal engine knock or piston noise or on other specified engine repairs. GM also agreed that certain members of the Anderson Class with constant engine knock or piston noise concerns could request a free evaluation from a Chevrolet dealer and, if appropriate, obtain free repairs of the condition.²

² Specifically, under the terms of the Anderson Class Action Settlement, certain Anderson Class members who purchased a GMPP within 90 days of vehicle delivery would receive reimbursement, up to the full purchase price of the GMPP, if such class member provided a completed and signed claim form and appropriate

8. On November 18, 2008, the California Court entered the Preliminary Approval Order, a copy of which is attached hereto as **Exhibit "D."** In that Preliminary Approval Order, the California Court set a fairness hearing for March 5, 2009 (the "**Fairness Hearing**"); set forth deadlines for objecting to the Anderson Class Action Settlement and appearing at the Fairness Hearing; approved the form of class notice (the "**Notice of Settlement**"); and approved the proposed manner of providing notice, which manner included first-class mailing of the Preliminary Approval Order to members of the Anderson Class and posting a Spanish-language version of the Notice of Settlement on Class Counsel's (defined below) website. A copy of the Notice of Settlement is attached hereto as **Exhibit "E."** In accordance with that Preliminary Approval Order, GM mailed notice of the class action settlement to approximately 240,000 California owners and lessees of model year 1999-2003 Silverado vehicles.

9. On March 5, 2009, the California Court conducted its Fairness Hearing and entered its Final Judgment, a copy of which is attached hereto as **Exhibit "F,"** in which it finally certified a class in the Anderson Class Action and finally approved the Anderson Class Action Settlement.³ The California Court determined that the Anderson Class satisfied Section

documentation showing piston or pin noise. (See Settlement Agreement ¶ 3.3 (Ex. C).) Similarly, certain Anderson Class members who purchased a GMPP after 90 days of vehicle delivery would receive reimbursement, up to the full purchase price of the GMPP, if such class member provided a completed and signed claim form and a statement made under penalty of perjury that their vehicle had piston or pin noise. (See *id.* (Ex. C).) Further, GM agreed to reimburse certain Anderson Class members for out-of-pocket repair expenses, up to seventy-five or 100% of the cost of repair, depending on the type of covered repair. (See *id.* ¶¶ 3.3, 3.6 (Ex. C).) Finally, Claimants who made a statement under penalty of perjury that, prior to the expiration of the limited warranty period, they made inquiry or expressed concerns to an authorized GM dealer about constant engine knock or piston noise and did not receive a repair, would receive a free evaluation from a dealer and a free repair if the condition was found to exist as a result of the evaluation. (See *id.* ¶ 3.5 (Ex. C).)

³ The Anderson Class included the following: "All California owners and lessees of 1999-2003 model year Chevrolet Silverados equipped with a 4.8 liter (LR4), 5.3 liter (LM7), 6.0 liter (LQ4, L59) or 8.1 liter (LI8) engines who (1) Have an engine "knock, ping or slap" noise in their vehicles; and (2) Were not given notice of the condition giving rise to or the terms and conditions of GM's Engine Knock Noise Adjustment Program." For purposes of the

382 of the California Code of Civil Procedure ("**Section 382**"), because: (i) the Anderson Class was so numerous that joinder of all members was impracticable; (ii) there were questions of law or fact common to the Anderson Class; (iii) Anderson's claim was typical of the claim of the Anderson Class members' claims; (iv) Anderson would fairly and adequately assert and protect the interests of the Anderson Class under the criteria set forth in Section 382; (v) questions of fact common to the Anderson Class predominated over factual questions affecting only individual members; and (vi) a class action provided a fair and efficient method for adjudication of the controversy. (See Final Judgment ¶ 2 (Ex. F).)

10. The California Court also finally approved of the provisional designation of the law firm of Girard Gibbs LLP as class counsel ("**Class Counsel**") and Anderson as the representative plaintiff (the "**Representative Plaintiff**").

11. As set forth in the Anderson Class Action Settlement, the Final Judgment also awarded Anderson as Representative Plaintiff an incentive award in the total sum of \$7,500.00 (the "**Incentive Award**"), Class Counsel a total sum of \$1,950,000.00 in attorneys' fees (the "**Attorneys' Fees**"), and \$212,500.00 in documented costs and expenses ("**Documented Costs and Expenses**").

12. In accordance with the Anderson Class Action Settlement and the Final Judgment approving the award of Attorneys' Fees, Incentive Award, and Documented Costs and Expenses, on or about March 16, 2009, GM deposited \$2,258,000.00 in cash (the "**Anderson Class Action Settlement Deposit**") in an account established at Union Bank of California,

Anderson Class Action Settlement and the class definition, "engine knock, ping or slap noise" has the same meaning as "Start Noise" (i.e., piston or piston pin noise that occurs at initial start up and disappears shortly after the engine warms up) or "Constant Noise" (i.e., piston or piston pin noise that is not Start Noise). Excluded from the Anderson Class were those California owners and lessees of 1999-2003 model year Chevrolet Silverados who timely requested to be excluded from the class.

which cash was then transferred by Class Counsel on or about May 7, 2009 to an attorney-client trust account (the "**Attorney-Client Trust Account Deposit**") established by class counsel in the Anderson Class Action.

13. Pursuant to the Anderson Class Action Settlement and the Final Judgment, members of the Anderson Class were required to submit a settlement benefit claim form ("**Claim Form**") to obtain the benefits of the settlement. In accordance with the Final Judgment, on March 26, 2009, Claim Forms were mailed to the approximately 240,000 members of the Anderson Class. Under the terms of the Anderson Class Action Settlement and the Final Judgment, GM agreed to act as claims administrator. The deadline for class members to submit and postmark valid and timely Claim Forms for settlement benefits (together with any necessary supporting documentation) to GM expired on May 11, 2009. Approximately 5,913 Claim Forms were submitted by Anderson Class members (collectively, the "**Participating Anderson Class Members**").

14. The commencement of these chapter 11 cases on June 1, 2009, stayed all further implementation of the Anderson Class Action Settlement.

15. On September 16, 2009, the United States Bankruptcy Court for the Southern District of New York (the "**Court**") entered the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Rule 3003(c)(3) of the Bankruptcy Procedure Establishing the Deadline for Filing Proofs of Claim (Including Claims Under Bankruptcy Code Section 503(b)(9)) and Procedures Relating Thereto and Approving the Form and Manner of Notice Thereof (ECF No. 4079) establishing November 30, 2009 at 5:00 p.m. (Eastern) as the deadline to file proofs of claim against the Initial Debtors based on prepetition claims.

16. On November 25, 2009, the Anderson Proof of Claim, based on the Anderson Class Action Settlement, was filed with this Court, purportedly on behalf of the Anderson Class, and assigned claim number 51093. The Anderson Proof of Claim asserts a claim in the amount of \$10,000,000.00, for class consideration allegedly due pursuant to the Anderson Class Action Settlement (the "**Claim**").⁴

17. On December 1, 2009, this Court approved and entered the Stipulation and Order Between the Debtors and the Holders of Unliquidated Dex-Cool and Anderson Claims to Allow Class Proofs of Claim for Dex-Cool and Anderson Claimants (the "**Class Claims Stipulation**") and through which the Debtors and the holders of Unliquidated Anderson Claims, defined in the Class Claims Stipulation as the claims made in connection with the Anderson Class Action that had not yet been liquidated pursuant to the terms of the Anderson Class Action Settlement, agreed that Class Counsel could file a class-wide proof of claim on behalf of all holders of Unliquidated Anderson Claims.

B. The Agreement

18. Since the filing of the Anderson Proof of Claim, the Parties have engaged in good-faith, arms-length negotiations, and, without any admission of liability by any Party, have reached the Agreement to resolve the Anderson Proof of Claim and implement the Anderson Class Action Settlement, as modified, with this Court's approval.

19. Because of the commencement of these chapter 11 cases, the Debtors are unable to provide the Participating Anderson Class Members with the exact consideration contemplated by the Anderson Class Action Settlement, including, among other things, the

⁴ In accordance with the Anderson Class Action Settlement, the Anderson Proof of Claim also seeks a free evaluation from a Chevrolet dealer and, if appropriate, free repairs of the condition relating to constant engine knock or piston noise concerns for certain Participating Anderson Class Members.

previously agreed upon evaluation and repair service. Accordingly, the Parties respectfully request that this Court approve the Agreement to provide, among other things, the Participating Anderson Class Members with the Total Allowed General Unsecured Claim (defined below) that is equivalent to the approximate value of the benefits that would have been provided to the Participating Anderson Class Members under the Anderson Class Action Settlement, consideration that may be more favorable to the Participating Anderson Class Members.⁵

20. The key provisions of the Agreement are summarized as follows:

- a. Subject to execution of the Agreement by the Parties and upon entry of the Order and, unless otherwise set forth in the Agreement, the Anderson Proof of Claim shall be resolved and the Participating Anderson Class Members shall receive, in the aggregate, a single allowed general unsecured claim against MLC in the amount of \$8,853,300.00 (the "**Total Allowed Unsecured Claim**").
- b. Class Counsel shall be authorized to dispose of the Total Allowed Unsecured Claim such that Class Counsel can make the proper *pro rata* distribution of consideration to the Participating Anderson Class Members in accordance with the Agreement. Class Counsel shall be solely responsible for (i) distributing the cash proceeds resulting from the disposition of the Total Allowed Unsecured Claim; (ii) otherwise implementing the Agreement; and (iii) paying all expenses associated with such distribution and/or implementation.
- c. Cash proceeds resulting from the sale or assignment of the Total Allowed Unsecured Claim shall be distributed, on a *pro rata* basis, in accordance with the following guidelines,

⁵ Under the Agreement, certain Participating Anderson Class Members may receive more favorable consideration than under the terms of the Anderson Class Action Settlement. Specifically, members of the Anderson Class who failed to submit appropriate documentation may have been unable to obtain any benefits under the Anderson Class Action Settlement. However, under the Agreement, Participating Anderson Class Members may obtain a reduced amount of reimbursement, on a *pro rata* basis, on account of their claims.

which are further set forth in the Plan of Allocation attached as Exhibit "H" to the Agreement.⁶

- **Reimbursement of Purchase Price of GMPP Purchased Within 90 Days of Retail Delivery.** Each Participating Anderson Class Member in this group may obtain reimbursement, on a *pro rata* basis, up to the full purchase price of the GMPP paid by such member if the Participating Anderson Class Member has supplied documentation of the GMPP value and has submitted appropriate documentation showing that his or her Silverado has or had Start Noise. If the Participating Anderson Class Member has not submitted documentation of the GMPP value but has supplied appropriate documentation showing that his or her Silverado has or had Start Noise, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of \$1,800.00. If the Participating Anderson Class Member has not submitted documentation of the GMPP value and has not supplied appropriate documentation showing that his or her Silverado has or had Start Noise but otherwise has a valid claim, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of \$900.00.
- **Reimbursement of Purchase Price of GMPP Purchased After 90 Days of Retail Delivery.** Each Participating Anderson Class Member in this group may obtain reimbursement, on a *pro rata* basis, up to the purchase price of the GMPP paid for by such member if the Participating Anderson Class Member has supplied documentation of the GMPP value and has stated under penalty of perjury that his or her Silverado has or had Start Noise. If the Participating Anderson Class Member has not submitted documentation of the GMPP value but has stated under penalty of perjury that his or her Silverado has or had Start Noise, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of \$1,800.00. If the Participating Anderson Class Member has not submitted documentation of the GMPP value and has not stated under penalty of perjury that his or her Silverado has or had Start Noise, but otherwise has a valid

⁶ All distributions under the Agreement will be made on a *pro rata* basis of the cash proceeds resulting from the sale or assignment of the Total Allowed Unsecured Claim.

claim, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of \$900.00.

• **Customer-Paid Start Noise Repair Expense**

Reimbursement. Each Participating Anderson Class Member who, during the Applicable Warranty Period⁷, paid for a repair to address concerns about Start Noise for which the Participating Anderson Class Member was not fully reimbursed may be reimbursed, on a *pro rata* basis, for the out-of-pocket repair expense incurred by such member if the Participating Anderson Class Member (i) signed, completed and submitted a Claim Form stating under penalty of perjury that he or she sought the repair to address a concern about Start Noise, and (ii) submitted appropriate documentation of the repair and repair expense (such as a dealer or third-party repair order). If the Participating Anderson Class Member has not submitted appropriate documentation of the repair and repair expense, but the claim is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of one-half (50%) of the average repair expense for this category.

• **Other Customer-Paid Covered Engine Repairs.** Each Participating Anderson Class Member who paid for other Covered Engine Repairs⁸ for which the Participating Anderson Class Member was not fully reimbursed may be reimbursed, on a *pro rata* basis, for 75% of the out-of-pocket Covered Engine Repair expense incurred by such member if the Participating Anderson Class Member submitted appropriate documentation of the repair and repair expense (such as a dealer or third-party repair order) and signed, completed and submitted a Claim Form stating

⁷ For purposes of eligibility for this settlement benefit, "Applicable Warranty Period" shall mean the GM Limited New Vehicle Warranty period (3 years or 36,000 miles, whichever comes first) except that for those Anderson Class members who purchased a GMPP, the time and mileage limitations for reimbursement of repair expenses under this paragraph shall be those set forth in the Participating Anderson Class Member's GMPP (for example, 4 years or 50,000 miles, whichever comes first).

⁸ For purposes of eligibility for this settlement benefit, "Covered Engine Repairs" shall include only unreimbursed repair expense for the following engine components: cylinder block; heads; crankshaft and bearings; crankshaft seals - front and rear; camshaft and bearings; connecting rods and pistons; valve train (including valve seals, valve covers and internal parts); timing gears; timing chain/belt and cover; oil pump, oil pump housing; oil pan; engine seals and gaskets; lubricated internal engine parts; water pump; intake and exhaust manifolds; flywheel; harmonic balancer; and engine mounts.

under penalty of perjury that (i) he or she made inquiry or expressed concern to an authorized GM dealer or GM about start noise prior to expiration of the GM Limited New Vehicle Warranty Period (3 years or 36,000 miles after retail sale or lease, whichever came first), and (ii) an un-reimbursed expense was incurred within the earlier of 6 years or 100,000 miles of retail delivery, whichever came first. If the Participating Anderson Class Member has not submitted appropriate documentation of the repair and repair expense, but the claim is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, for one-half (50%) of the average amount of the reimbursable Covered Engine Repair expenses for this category (e.g., 75% of the out-of-pocket Covered Engine Repair expenses incurred by Participating Anderson Class Members in this category).

- **Constant Noise Repair Expense Reimbursement.** Each Participating Anderson Class Member who signed, completed and submitted a Claim Form stating under penalty of perjury that, prior to the expiration of the GM Limited New Vehicle Warranty (3 years or 36,000 miles after retail sale or lease, whichever came first), he or she made inquiry or expressed concern to an authorized GM dealer or GM about constant noise and did not receive a repair, may be reimbursed, on a *pro rata* basis, in the amount of \$1,800.00. If the Participating Anderson Class Member has submitted an incomplete Claim Form but the claim is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of \$900.00.

- d. Upon entry of the Order, Anderson, the Anderson Class, and their affiliates, successors and assigns, and their agents, insurers, representatives, administrators, executors, trustees, and attorneys, shall have no further right to payment from the Debtors, their affiliates, their estates or their respective successors or assigns, including GM or its successors in interest (collectively, the "Debtor Parties").⁹

⁹ Nothing in the Agreement is intended by the Parties to be a release, settlement, or waiver by the Debtor Parties of any claims, including any claims, liabilities, obligations, rights, damages, causes of action, debts, or losses arising out of, concerning, or related to the Anderson Class Action Settlement Deposit, the Attorney-Client Trust Account Deposit, or interest earned thereon. Similarly, nothing in the Agreement is intended by the Parties to be a release, settlement, or waiver by Anderson, the Anderson Class, and their affiliates, successors and assigns, and their agents, insurers, representatives, administrators, executors, trustees and attorneys (collectively, the "Anderson

V. The Relief Requested Should Be Approved by the
Court Pursuant to Bankruptcy Rule 9019

21. Bankruptcy Rule 9019 provides, in part, that “[o]n motion by the [debtor-in-possession] and after notice and a hearing, the court may approve a compromise or settlement.” Fed. R. Bankr. P. 9019(a). This rule empowers bankruptcy courts to approve settlements “if they are in the best interests of the estate.” *Vaughn v. Drexel Burnham Lambert Group, Inc. (In re Drexel Burnham Lambert Group, Inc.)*, 134 B.R. 499, 505 (Bankr. S.D.N.Y. 1991). A decision to accept or reject a compromise or settlement is within the sound discretion of this Court. *See id.*; *see also* 9 Collier on Bankruptcy ¶ 9019.02 (15th ed. rev. 2001). The settlement need not result in the best possible outcome for the debtor but must not “fall below the lowest point in the range of reasonableness.” *In re Drexel Burnham Lambert Group*, 134 B.R. at 505.

22. Relying on the guiding language of *Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424, *reh’d denied*, 391 U.S. 909 (1968), courts in this Circuit have set forth the following factors regarding the reasonableness of such settlements:

- (1) the probability of success in the litigation;
- (2) the difficulties associated with collection;
- (3) the complexity of the litigation, and the attendant expense, inconvenience, and delay; and
- (4) the paramount interests of the creditors.

Parties”) or Class Counsel of any defenses to any claims asserted by the Debtor Parties arising out of, concerning, or related to the Anderson Class Action Settlement Deposit, the Attorney-Client Trust Account Deposit, or interest earned thereon, or the assertion of a claim by the Anderson Parties or Class Counsel against the Debtors or their bankruptcy estates pursuant to Section 502(h) of the Bankruptcy Code.

In re Drexel Burnham Lambert Group, Inc., 960 F.2d 285, 292 (2d Cir. 1992), *cert. dismissed*, 506 U.S. 1088 (1993); *In re Iridium Operating LLC*, 478 F.3d 452, 462 (2d Cir. 2007); *In re Ionosphere Clubs, Inc.*, 156 B.R. 414, 428 (S.D.N.Y. 1993), *aff'd*, 17 F.3d 600 (2d Cir. 1994); *In re Purofied Down Prods. Corp.*, 150 B.R. 519, 522 (S.D.N.Y. 1993). The decision to approve a particular settlement lies within the sound discretion of the bankruptcy Court. *Mach. Terminals, Inc. v. Woodward (In re Albert-Harris, Inc.)*, 313 F.2d 447, 449 (6th Cir. 1963). It is the responsibility of the court to examine a settlement and determine whether it "falls below the lowest point in the range of reasonableness." *In re Dow Corning Corp.*, 198 B.R. 214, 222 (Bankr. E.D. Mich. 1996). For the reasons set forth below, the Debtors respectfully submit that the Agreement meets this standard.

23. The Agreement falls well within the range of reasonableness, as it is fair and equitable and in the paramount interest of the Debtors and their creditors. While the Parties dispute factual and legal issues relevant to the disposition of some or all of each other's claims, and, therefore, dispute the probability of success, the settlement represents a fair compromise of the Anderson Proof of Claim. Settlement at this stage avoids the expense, inconvenience, uncertainty, and delay that would be caused by relitigating any of the issues resolved by the Anderson Class Action Settlement and further negotiated in the Agreement to the benefit of the Debtors' estates.

24. The Agreement alleviates the financial burden, time, and uncertainty associated with continued litigation of the Anderson Proof of Claim and the Anderson Class Action Settlement.

25. Moreover, approval of the Agreement comports with this Court's October 6, 2009 Order Pursuant to 11 U.S.C. §105(a) and Fed. R. Bankr. P. 3007 and 9019(b)

Authorizing the Debtors to (I) File Omnibus Claims Objections and (II) Establish Procedures for Settling Certain Claims (the "De Minimis Order"), (ECF No. 4180). The De Minimis Order states, in relevant part, the following:

If the Settlement Amount for a Claim is not a De Minimis Settlement Amount *but is less than or equal to \$50 million*, the Debtors will submit the proposed settlement to the Creditors' Committee. Within five (5) business days of receiving the proposed settlement, the Creditors' Committee may object or request an extension of time within which to object. If there is a timely objection made by the Creditors' Committee, the Debtors may either (a) renegotiate the settlement and submit a revised notification to the Creditors' Committee or (b) file a motion with the Court seeking approval of the existing settlement under Bankruptcy Rule 9019 on no less than 10 days' notice. *If there is no timely objection made by the Creditors' Committee or if the Debtors receive written approval from the Creditors' Committee of the proposed settlement prior to the objection deadline (which approval may be in the form of an email from counsel to the Creditors' Committee), then the Debtors may proceed with the settlement.*

26. In accordance with this De Minimis Order, the Agreement, including the Total Allowed Unsecured Claim, was submitted to the Creditors' Committee, which informed the Debtors that it has no objection to either the Agreement as a whole or to the Total Allowed Unsecured Claim provided for in of the Agreement.

27. The Debtors submit that the Agreement falls well within the range of reasonableness, is in the best interests of the Debtors' estates and their creditors, and should be approved as a sound exercise of the Debtors' business judgment. Accordingly, the Debtors respectfully request the entry of the Order.

VI. The Settlement Should Be Approved by this Court Under Rule 23

28. The Agreement should also be approved pursuant to Rule 23.

29. Federal courts have long expressed a preference for the negotiated resolution of litigation. *See Williams v. First Nat'l Bank*, 216 U.S. 582, 595 (1910) (“Compromises of disputed claims are favored by the courts.”). A general policy favoring settlement exists, especially with respect to class actions. *See, e.g., In re AMC Realty Corp.*, 270 B.R. 132, 145-46 (Bankr. S.D.N.Y. 2001) (recognizing that “settlements are favored in federal law and the prompt resolution of claims and disputes makes the compromise of claims of particular importance in the bankruptcy reorganization”) (internal quotation marks omitted); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d Cir.) (“We are mindful of the ‘strong judicial policy in favor of settlements, particularly in the class action context.’”) (citation omitted), *cert. denied*, 544 U.S. 1044 (2005); *Weinberger v. Kendrick*, 698 F.2d 61, 73 (2d Cir. 1982) (“There are weighty justifications, such as reduction of litigation and related expenses, for the general policy favoring the settlement of litigation.”), *cert. denied*, 464 U.S. 818 (1983).

(a) The Anderson Class Satisfies Rules 23(a) and 23(b)

30. “Before certification is proper for any purpose—settlement, litigation, or otherwise—a court must ensure that the requirements of Rule 23(a) and (b) have been met.” *Denney v. Deutsche Bank AG*, 443 F.3d 253, 270 (2d Cir. 2006). “Rule 23(a) and (b) standards apply equally to certifying a class action for settlement or for trial, with one exception.” *Manual for Complex Litigation* § 21.132 (4th ed. 2004) (emphasis added). “Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems,” under Rule 23(b)(3)(D). *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

31. The Parties stipulate, solely for the purposes of settlement, that the Anderson Class meets the standards of Rules 23(a) and (b). Specifically, the Parties submit that

this Court should adopt the California Court's findings with respect to the certification of the Anderson Class under California Section 382 and find that the Anderson Class meets the standards of Rule 23.

32. The California Court's findings in its Preliminary Approval Order and Final Judgment further demonstrate the satisfaction of Rules 23(a) and (b). In those orders, the California Court found that:

- The Anderson Class is so numerous that joinder of all members is impracticable;
- There are questions of law or fact common to the Anderson Class;
- Anderson's claim, as a representative party, is typical of the claims of the Anderson Class Members;
- Anderson will fairly and adequately assert and protect the interests of the Anderson Class;
- Questions of fact common to the Anderson Class predominate over factual questions affecting only individual members; and
- The Anderson Class Action provides a fair and efficient method for adjudication of the controversy. (See Final Judgment ¶ 2 (Ex. F).)

33. The California Supreme Court has recognized that the requirements for class certification under Rule 23(a) are "analogous to the requirements for class certification under Code of Civil Procedure section 382." *In re Tobacco II Cases*, 207 P.3d 20, 33 (Cal. 2009); *Fireside Bank v. Superior Court*, 155 P.3d 268, 281 (Cal. 2007) (identifying requirements for class action under section 382). To this end, California courts look to federal class action law

“when seeking guidance on issues of class action procedure.” *In re Tobacco II Cases*, 207 P.3d at 33.

34. Accordingly, this Court should adopt the findings of the California Court in its Preliminary Approval Order and Final Judgment and find that the Anderson Class satisfies Rules 23(a) and 23(b) solely for the purposes of the Agreement.

(b) The Agreement Satisfies Rule 23(e)

35. This Court should also find that the Agreement satisfies Rule 23(e)(2).

36. Rule 23(e) requires court approval of a class action settlement. The standard for reviewing the proposed settlement of a class action in the Second Circuit, as in other circuits, is whether the proposed settlement is “fair, reasonable and adequate.” *In re Luxottica Group S.p.A. Sec. Litig.*, 233 F.R.D. 306, 310 (E.D.N.Y. 2006) (emphasis added); *see In re Indep. Energy Holdings PLC*, No. 00-CIV-6689 (SAS), 2003 WL 22244676, at *9 (S.D.N.Y. Sept. 29, 2003). In reviewing the reasonableness of a proposed class action settlement, courts are cautioned against substituting their judgment for that of the parties who negotiated the settlement or conducting a mini-trial on the merits of the action. *See Weinberger*, 698 F.2d at 74; *In re Milken & Assocs. Sec. Litig.*, 150 F.R.D. 46, 53 (S.D.N.Y. 1993). To that end, the Second Circuit has established the following factors as relevant in evaluating class action settlements: (i) the complexity, expense and likely duration of the litigation; (ii) the reaction of the class to the settlement; (iii) the stage of the proceedings and the amount of discovery completed; (iv) the risks of establishing liability; (v) the risks of establishing damages; (vi) the risks of maintaining the class action through the trial; (vii) the ability of the defendants to withstand a greater judgment; (viii) the range of reasonableness of the settlement fund in light of the best possible recovery; and (ix) the range of reasonableness of the settlement fund to a possible recovery in

light of all the attendant risks of litigation. *See In re Indep. Energy Holdings PLC*, 2003 WL 22244676, at *3; *accord In re Luxottica Group S.p.A. Sec. Litig.*, 233 F.R.D. at 311.

37. Here, there can be no doubt that the Agreement should be approved based on the foregoing factors. Absent the Agreement, the Parties would have faced the expense and duration of a lengthy and complex trial of the Anderson Class Action. *See City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000). At a minimum, litigation of the Anderson Class Action would have involved numerous fact witnesses, experts, hundreds of documents, pre-trial motions, and likely post-trial motions and appeal. Additionally, despite notice of the Anderson Class Action Settlement being mailed *twice*, no objections to the settlement were received. *See In re Indep. Energy Holdings PLC*, 2003 WL 22244676, at *3. Further, the relatively advanced stage of the Anderson Class Action litigation provided counsel with more than enough information to assess the strengths and weaknesses of their case as well as the risks of damages. Indeed, the Anderson Class Action litigation has been ongoing since May 2004 and has involved two separate and lengthy court-ordered settlement conferences before a California state court judge; extensive document and deposition discovery; and significant law and motion practice.

38. The Agreement also is fair, reasonable and adequate. While the Claim will be settled for approximately \$1.2 million *less* than the amount asserted in the Anderson Proof of Claim, the Participating Anderson Class Members will largely obtain a general unsecured claim in the amount they would have received pre-bankruptcy. And, for those Participating Anderson Class Members who had "constant noise" and may have been eligible to receive a noise evaluation and repair from an authorized Chevrolet dealer, the Agreement

contemplates that, once the Total Allowed Unsecured Claim is converted to cash or monetized under the terms of the Agreement, Participating Anderson Class Members who signed, completed and submitted a Claim Form stating under penalty of perjury that, prior to the expiration of the GM Limited New Vehicle Warranty, he or she made inquiry or expressed concern to an authorized GM dealer or GM about constant noise and did not receive a repair, will obtain reimbursement, on a *pro rata* basis, in the amount of \$1,800.00. Moreover, if such a Participating Anderson Class Member submitted an incomplete Claim Form but the claim for "constant noise" is otherwise valid, the Participating Anderson Class Member may obtain reimbursement, on a *pro rata* basis, in the amount of \$900.00.

39. Further, the settlement amount is reasonable. Pursuant to the Agreement, the Claim will immediately be estimated in the amount of \$8,853,300.00. The Parties agreed on this amount after a detailed review of approximately 1,000 of the Participating Anderson Class Members' claims and extensive negotiations.

40. Finally, the Agreement is the result of numerous, arms-length negotiations between the Parties and their respective counsel concerning modification of the Anderson Class Action Settlement. *See In re Indep. Energy Holdings PLC*, 2003 WL 22244676, at *3; *In re Luxottica Group S.p.A. Sec. Litig.*, 233 F.R.D. at 311.

41. Based on the foregoing, this Court should find that the Agreement satisfies Rule 23(e)(2).

(c) No Additional Notice Is Required

42. The Notice of Settlement adopted and approved by the Parties and the California Court was in full compliance with the notice requirements of due process, federal law, the Constitution of the United States, and any other applicable law, and this Court need not

require any new notice to be given to the Anderson Class. See *Green v. Am. Express Co.*, 200 F.R.D. 211, 212 (S.D.N.Y. 2001); *In re Nazi Era Cases Against German Defendants Litig.*, 198 F.R.D. 429, 441 (D.N.J. 2000); 6 Herbert Newberg & Alba Conte, *Newberg on Class Actions*, § 11.72 (4th ed. 2002).

43. In *Rosenberg v. XO Communications, Inc.* (*In re XO Communications, Inc.*), the Southern District of New York Bankruptcy Court approved a stipulation that the debtor need not provide new notice to all potential class action members of a Rule 9019 motion settling the class action when notice of class action settlement had already been provided in the state court settlement. See 330 B.R. 394, 409-410 (Bankr. S.D.N.Y. 2005).

44. Here, the California Court previously ordered that the Notice of Settlement be effected by direct mailing notice of the settlement *twice* to 240,000 California owners and lessees of model year 1999-2003 Silverado vehicles—once after the Preliminary Approval Order and again after the Final Judgment. Those notices resulted in the submission of Claim Forms and the identification of the Participating Anderson Class Members. This Court should also find that the Notice of Settlement was previously provided in full compliance with the notice requirements of due process, federal law, the Constitution of the United States, and all other applicable law. Indeed, based on the Parties' stipulation, this Court previously ordered that notice on Class Counsel was sufficient to notify all members of the Anderson Class Action, including the Participating Anderson Class Claims. (See Stipulation of Settlement, attached hereto as **Exhibit "G,"** at 2 ("Notice to the undersigned class counsel shall be, and shall be deemed to be, sufficient notice to all class members in the Dex-Cool Class Action and the Anderson Class Action.").)

45. The changes to the Anderson Class Action Settlement that the Parties agreed to in order to implement the settlement after GM's bankruptcy and that are contained in the Agreement do not require that any new or additional notice be given, particularly where, as here, the changes resulted in terms that provide the Participating Anderson Class Members with the Total Allowed Unsecured Claim that is equivalent to the approximate value of the benefits that would have been provided to the Participating Andersen Class Members under the Anderson Class Action Settlement.

46. Moreover, the Debtors have already paid for notice to the Anderson Class and have *not* agreed to pay for any further notice; in fact the Agreement will be void if any further notice is required by this Court. (See Agreement ¶ 1 ("The Parties further acknowledge and agree that, in the unlikely event that this Court requires any further notice to the Anderson Class, this Agreement shall be void and the Parties shall no longer be bound by this Agreement.")) In these circumstances, no additional notice should be required. See *Green*, 200 F.R.D. at 213 (ordering that "no notice be served when the cost of notice, to say nothing of the postage, would jeopardize, and likely destroy, the hard fought settlement agreement that the parties have presented to this Court"); cf. *Hainey v. Parrott*, 617 F. Supp. 2d 668, 679 (S.D. Ohio 2007) ("Furthermore, establishing a second opt-out period would not be in the best interests of the class because it would result in additional administrative costs, which in turn reduces the amount available for distribution.").

47. Finally, there is no evidence of any collusion between the Parties to the Agreement, further indicating that no additional notice is required. See *Green*, 200 F.R.D. at 213 (ordering no notice of settlement be given when "[f]irst, and most significantly, there is no evidence of collusion between the parties"); *Selby v. Principal Mut. Life Ins. Co.*, No. 98 Civ.

5283 (RLC), 2003 WL 22772330, at *4 (S.D.N.Y. Nov. 21, 2003) (ordering no notice of settlement be given "where is no evidence of collusion between the parties, and the settlement negotiations were conducted at arms-length").

48. Based on the foregoing, this Court should find that the dissemination of the Notice of Settlement satisfied the requirements of Rule 23(e) and due process, and no new notice need be given regarding the Agreement.

VII. Notice

49. Notice of this Motion has been provided to (i) Class Counsel, P.C., attorneys for Anderson and the Anderson Class, Girard Gibbs LLP (Attn.: Eric H. Gibbs, Esq. and A. J. De Bartolomeo, Esq.), 601 California Street, Suite 1400, San Francisco, California 94108; and (ii) parties in interest in accordance with the Fifth Amended Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case Management Procedures, dated January 3, 2011 (ECF. No. 8360). The Debtors submit that such notice is sufficient and no other or further notice need be provided.

50. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as is just.

Dated: New York, New York
March 14, 2011

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